Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-01

RESOLUTION ACCEPTING $156,048.05 FROM STANISLAUS COUNTY FOR THE STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT

WHEREAS, the Stanislaus County set aside a portion of their Public Facility Fees for Pelandale/Sisk/Highway 99 Fund, and

WHEREAS, the staff received check number 990529949 in an amount of $156,048.05 from the County of Stanislaus on November 18, 2013 in County PFF contribution towards State Route 99/Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the check was deposited into a trust account number 6800-00000-23504, and

WHEREAS, the $156,048.05 from Stanislaus County was unanticipated revenue for the State Route 99/Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the funding for utility relocation expenditures was not previously budgeted for this Project, and

WHEREAS, the $156,048.05 from Stanislaus County can be budgeted for utility relocation for the State Route 99/Pelandale Avenue Interchange Reconstruction Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts $156,048.05 from Stanislaus County for the State Route 99/Pelandale Ave Interchange Reconstruction Project.

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 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-02

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 CAPITAL IMPROVEMENT PROGRAM BUDGET TO TRANSFER $156,048.05 IN COUNTY PUBLIC FACILITIES FEES (PFF) CONTRIBUTION TO BOTH REVENUE AND EXPENSE FROM TRUST ACCOUNT NO. 6800-00000-23504 TO CIP PROJECT NO. 100046, LINE ITEM UTILITY AND EIR (UE), STATE ROUTE 99/PELANDALE INTERCHANGE RECONSTRUCTION PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $156,048.05, in order to relocate AT&T and Modesto Irrigation District utilities within the 99/Pelandale Interchange Reconstruction project, and

WHEREAS, in order for project construction to proceed as planned, various utilities need to be relocated, including AT&T telecommunication lines, Modesto Irrigation District electrical utilities, Pacific Gas & Electric gas lines, Comcast telecommunication lines and City of Modesto utilities, and

WHEREAS, Pacific Gas & Electric and Comcast are funded through established franchise agreements, and

WHEREAS, the upgrade to the City of Modesto water line is funded through the Water Fund, and

WHEREAS, City of Modesto utilities including electrical, sewer, water and storm drainage are in the owner implied/secondary easement and the cost for relocation is 100% a project expense, and

WHEREAS, the Stanislaus County set aside a portion of their Public Facility Fees for Pelandale/Sisk/Highway 99 Fund, and

WHEREAS, the staff received check number 990529949 in an amount of $156,048.05 from the County of Stanislaus on November 18, 2013, and

WHEREAS, the check was deposited into trust account number 6800-00000-23504, and

WHEREAS, the $156,048.05 from Stanislaus County was unanticipated revenue for the State Route 99/Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the Fiscal Year 2013-2014 Capital Improvement Program budget should be amended by transferring $156,048.05 from trust account number 6800-00000-23504 to CIP Project No. 100046 Line Item Utility and EIR (UE), State Route 99/Pelandale Interchange Reconstruction Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 Capital Improvement Program budget to transfer $156,048.05 in County PFF Contribution as both revenue and expense from Trust Account No. 6800-00000-23504 to CIP Project No. 100046, Line Item Utility and EIR (UE), State Route 99/Pelandale Interchange Reconstruction project.

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 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-03

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 CAPITAL IMPROVEMENT PROGRAM BUDGET TO TRANSFER $180,623.95 FROM LINE ITEM LAND ACQUISITION (LA) TO LINE ITEM UTILITY AND EIR (UE) FOR CIP PROJECT NO. 100046, STATE ROUTE 99/PELANDALE INTERCHANGE RECONSTRUCTION PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $180,623.95, in order to relocate AT&T and Modesto Irrigation District utilities within the 99/Pelandale Interchange Reconstruction project, and

WHEREAS, in order for project construction to proceed as planned, various utilities need to be relocated, including AT&T telecommunication lines, Modesto Irrigation District electrical utilities, Pacific Gas & Electric gas lines, Comcast telecommunication lines and City of Modesto utilities, and

WHEREAS, Pacific Gas & Electric and Comcast are funded through established franchise agreements, and

WHEREAS, the upgrade to the City of Modesto water line is funded through the Water Fund, and

WHEREAS, City of Modesto utilities including electrical, sewer, water and storm drainage are in the owner implied/secondary easement, and the cost for relocation is 100% a project expense, and

WHEREAS, the Fiscal Year 2013-2014 Capital Improvement Program budget should be amended by transferring $180,623.95 from line item Land Acquisition (LA) to line Item Utility and EIR (UE) for CIP Project No. 100046.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves amending the Fiscal Year 2013-2014 Capital Improvement

Program budget to transfer $180,623.95 from line item Land Acquisition (LA) to line item Utility and EIR (UE) for CIP Project No. 100046.

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 7th day of January, 2014 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-04

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE FURNISHING OF ASPHALT AND CONCRETE CUTTING SERVICES FOR THE PUBLIC WORKS DEPARTMENT, WASTEWATER AND WATER DIVISIONS, TO ACCURATE SAWCUTTING, TURLOCK, 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 $29,147, AND OVER FIVE (5) YEARS OF $145,735

WHEREAS, Asphalt and concrete saw cutting services will be used to support City construction crews performing repairs on water, sewer and storm water systems. These systems are located under asphalt streets and concrete sidewalks. City crews have limited ability to cut asphalt or concrete and occasionally require specialized cutting contractors to perform work. Most asphalt saws operated by City crews are not large enough to fully cut through the thickest streets. Even where City equipment is sufficient, the use of a specialized contractor may be more efficient, and

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of asphalt and concrete cutting services, and

WHEREAS, the Purchasing Division issued RFB No. 1314-13 Asphalt and Concrete Cutting Services to twenty-eight (28) prospective bidders, and posted the bid on the City's website. Five (5) of the bidders are located within Stanislaus County, two (2) of which were local vendors, 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, two (2) of which were local vendors, 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 asphalt and concrete cutting services for the Public Works Department, Wastewater and Water Divisions to Accurate Sawcutting, Turlock, 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 $29,147, and over five (5) years of $145,735, 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 asphalt and concrete cutting services for the Public Works Department, Wastewater and Water Divisions, to Accurate Sawcutting, Turlock, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2013-14 for in the following Appropriation Units: 4210-54212-53100, 4480-54222-53100, 4100-55080-53150,

THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the furnishing of asphalt and concrete cutting services for the Public Works Department, Wastewater and Water Divisions to Accurate Sawcutting, Turlock, CA.

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 $29,147.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-05

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF COLILERT LABORATORY SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT, WASTEWATER DIVISION AND WATER DIVISION, LABORATORY SERVICES, TO IDEXX DISTRIBUTION, INC., WESTBROOK, ME, FOR A THREE (3) YEAR AGREEMENT, FOR AN ESTIMATED ANNUAL COST OF $26,000 AND OVER THREE (3) YEARS OF $78,000

WHEREAS, the Wastewater Division, Laboratory Services, performs bacteria analysis for the Wastewater Division and Water Division using the Coliert method. The analysis for the presence or absence of coliform bacteria requires prepackaged reagents that can be purchased as either Colitag, Colisure or Colilert. These are not equivalent reagents or methods. Colilert from IDEXX is the best overall confirmation of total coliform and E. coli bacteria at the 98.6% confidence level. At present, Colilert can only be purchased from IDEXX Distribution, Inc., Westbrook, ME, and

WHEREAS, The Modesto Municipal Code, MMC 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 8-3.204 (b), which states that where the Purchasing Agency's requirements can be met solely by a single article or process. The sole source procurement of Colilert Laboratory supplies for the Wastewater Division and Water Division, Laboratory Services, to IDEXX Distribution, Inc., Westbrook, ME, conforms to the Modesto Municipal Code 8-3.204 (b).

WHEREAS, sufficient funds are budgeted annually in the following appropriation units: Wastewater Account #4210-54115-52190 and Water Account #4100-55090-52190, and

WHEREAS, The Modesto Municipal Code, MMC 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 8-3.204 (b), which states that where the Purchasing Agency's requirements can be met solely by a single article or process. The sole source procurement of Colilert Laboratory supplies for the Wastewater Division and Water Division, Laboratory Services, to IDEXX Distribution, Inc., Westbrook, ME, conforms to the Modesto Municipal Code 8-3.204 (b),

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the authorizing the sole source procurement for the purchase of Coliert Laboratory supplies for the Public Works Department, Wastewater Division and Water Division, Laboratory Services, to IDEXX Distribution, Inc., Westbrook, ME for a three year agreement, and

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 $26,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-06

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING AND INSTALLATION OF A LABORATORY INFORMATION MANAGEMENT SYSTEM TO PERKINELMER HEALTH SCIENCES, INC., SHELTON, CT, FOR AN ESTIMATED INTIAL COST OF $229,340 AND A FIVE (5) YEAR ESTIMATED COST OF $296,455 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT

WHEREAS, THE City Water and Wastewater divisions need an efficient database to store and analyze the large amount of water and wastewater data acquired from sampling events, and

WHEREAS, when data needs to be complied to evaluate either water or wastewater quality trends, prepare reports, or supply background data a laboratory information management system is used, and

WHEREAS, currently the data is being collected by using paper log sheets and spreadsheets and the sampling events are not automated, and

WHEREAS, the City's current data management process keeps data in multiple systems and spreadsheets managed by several different staff members which makes data trending, analysis and internal and external reporting very difficult to perform, and

WHEREAS, by utilizing a complete laboratory information management system, analysis, trending of data, and sample activities will be simplified requiring less staff hours, and

WHEREAS, The City Manager authorized the Purchasing Manager to issue Request for Proposals (RFB) for a Laboratory Information Management System (LIMS) with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, the Purchasing Division issued RFP No. 1213-09 for a Laboratory Information Management System (LIMS) to twelve (12) prospective proposers 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, and

WHEREAS, an evaluation committee comprised of Water, Wastewater, and IT staff evaluated the proposals based on the selection criteria listed in the RFP, and

WHEREAS, based on being ranked highest in total evaluation criteria, the committee recommended the award of proposal and contract for furnishing and installation of a Laboratory Information Management System (LIMS) to PerkinElmer Health Sciences, Inc./Labworks LIMS, Shelton, CT, for an estimated total cost of $296,455, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2013-14, in account #'s 4100-55090-57005, 4210-54115-53100, 4210-54117-53300, 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 contract for a Laboratory Information Management System (LIMS) to PerkinElmer Health Sciences, Inc./Labworks LIMS, Shelton, CT, 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 contract for furnishing and installation of a Laboratory Information Management System (LIMS) to PerkinElmer Health Sciences, Inc./Labworks LIMS, Shelton, CT, for an estimated total cost of $296,455.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the contract for an estimated total cost of $296,455.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-07

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT RE: HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) LOAN DOCUMENTS AND CONSENT TO TRANSFER (BENNETT PLACE) FROM STANCO TO BENNETT PLACE, LLC, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on June 24, 2008, the City Council by Resolution No. 2008-363 allocated HOME funds in the amount of $940,421 to STANCO for the acquisition and development of 421 Lincoln Avenue. This project is a multifamily project consisting of 18 units designated for Seniors & Special Needs, and

WHEREAS, on October 9, 2009, the City Council by Resolution 2009-462 approved an Amendment to the Home Loan Agreement, to the Regulatory Agreement to the Promissory Note between the City of Modesto and Stanislaus County Affordable Housing, Inc. for the development of the Bennett Place Apartments, and

WHEREAS, on November 13, 2012, the City Council by Resolution No. 2012-512 allocated additional HOME funds in the amount of $85,000 to STANCO for eligible project delivery costs.

WHEREAS, on January 4, 2013 the City agreed to loan STANCO One Million Twenty-Five Thousand Forty-Seven Dollars ($1,025,047) of HOME funds for the acquisition, development and project delivery costs of the Bennett Place, which will provide (10) studio units and (8) one-bedroom units for a total of (18) housing units for income qualified tenants who are seniors, emancipated foster care or special populations, including homeless or persons at risk of homelessness, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC. was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement regarding HOME Investment Partnership Program (HOME) Loan Documents and Consent to Transfer for Bennett Place.

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 Assignment and Assumption Agreement Re: HOME Loan Documents and Consent to transfer (Bennett Place) and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-08

Print

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT RE: NEIGHBORHOOD STABILIZATION PROGRAM II (NSP2) LOAN DOCUMENTS AND CONSENT TO TRANSFER (BENNETT PLACE) FROM STANCO TO BENNETT PLACE, LLC, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City received a $25 Million grant award under the American Recovery and Reinvestment Act of 2009 (ARRA) for NSP2, and

WHEREAS, on December 11, 2012, the City Council by Resolution No. Resolution No. 2012-469 approved a NSP2 Loan Agreement to loan Six Hundred Forty Six Thousand One Hundred Dollars ($646,100) of NSP2 funds for predevelopment and construction of Bennett Place, and

WHEREAS, the City Council also committed to allocate up to $748,382 from future NSP2 Program Income, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC., was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement regarding Neighborhood Stabilization Program 2 Loan Documents and Consent to Transfer for Bennett Place.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute Assignment and

Assumption Agreement Re: NSP 2 Loan Documents and Consent to Transfer (Bennett Place) and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-09

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT RE: NEIGHBORHOOD STABILIZATION PROGRAM III (NSP3) LOAN DOCUMENTS AND CONSENT TO TRANSFER (BENNETT PLACE) FROM STANCO TO BENNETT PLACE, LLC, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City received a $2,951,550 grant award under the Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for NSP3. On December 13, 2012 the City approved an agreement to loan $558,000 for development, and

WHEREAS, on December 11, 2012, the City Council approved by Resolution No. 2012-469 approved a NSP3 Loan Agreement with STANCO for Five Hundred Fifty Eight Thousand Dollars ($558,000) of NSP3 funds in connection with the development of Bennett Place, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC., was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement regarding Neighborhood Stabilization Program 3 Loan Documents and Consent to Transfer for Bennett Place.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute Assignment and Assumption Agreement Re; NSP 3 Loan Documents and Consent to transfer (Bennett Place) any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-10

Print

RESOLUTION APPROVING A SUBORDINATION AGREEMENT MHSA BETWEEN THE CITY OF MODESTO, BENNETT PLACE, LLC AND CALIFORNIA HOUSING FINANCE AGENCY TO SUBORDINATE HOME LOAN DOCUMENTS, EXCEPT HOME REGULATORY AGREEMENT (INCLUDING AMENDMENTS), TO MHSA LOAN DOCUMENTS FOR THE ACQUISITION AND CONSTRUCTION OF BENNETT PLACE LOCATED AT 421 LINCOLN AVENUE, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on June 24, 2008, the City Council by Resolution No. 2008-363 allocated HOME funds in the amount of $940,421 to STANCO for the acquisition and development of 421 Lincoln Avenue. This project is a multifamily project consisting of 18 units designated for Seniors & Special Needs, and

WHEREAS, on October 9, 2009, the City Council by Resolution 2009-462 approved an Amendment to the Home Loan Agreement, to the Regulatory Agreement to the Promissory Note between the City of Modesto and Stanislaus County Affordable Housing, Inc. for the development of the Bennett Place Apartments, and

WHEREAS, on November 13, 2012, the City Council by Resolution No. 2012-512 allocated additional HOME funds in the amount of $85,000 to STANCO for eligible project delivery costs.

WHEREAS, on January 4, 2013 the City agreed to loan STANCO One Million Twenty-Five Thousand Forty-Seven Dollars ($1,025,047) of HOME funds for the acquisition, development and project delivery costs of the Bennett Place, which will provide (10) studio units and (8) one-bedroom units for a total of (18) housing units for income qualified tenants who are seniors, emancipated foster care or special populations, including homeless or persons at risk of homelessness, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC., was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project, and

WHEREAS, the City is subordinating its Deed of Trust so the City's security interest is not senior but the City is not subordinating the Regulatory Agreements so as not to risk repayment to HUD in the event STANCO defaults the affordability covenants imposed on these loans, and

WHEREAS, the subordination agreements set 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 hereby approves a Subordination Agreement between the City of Modesto, Bennett Place, LLC and the California Housing Finance Agency for Bennett Place to subordinate HOME Loan Documents, except HOME Regulatory Agreements, to MHSA Loan Documents.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute Subordination Agreement MHSA and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 March
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-11

RESOLUTION APPROVING A SUBORDINATION AGREEMENT MHSA BETWEEN THE CITY OF MODESTO, BENNETT PLACE, LLC, AND CALIFORNIA HOUSING FINANCE AGENCY TO SUBORDINATE NSP2 LOAN DOCUMENTS AND NSP 3 LOAN DOCUMENTS, EXCEPT THE NSP 2 REGULATORY AGREEMENT AND THE NSP3 REGULATORY AGREEMENT, TO THE MHSA LOAN DOCUMENTS FOR THE PRE-DEVELOPMENT AND CONSTRUCTION OF BENNETT PLACE LOCATED AT 421 LINCOLN AVENUE, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City received a $25 Million grant award under the American Recovery and Reinvestment Act of 2009 (ARRA) for NSP2, and

WHEREAS, on December 11, 2012, the City Council by Resolution No. 2012-469 approved a NSP2 Loan Agreement to loan Six Hundred Forty Six Thousand One Hundred Dollars ($646,100) of NSP2 funds for predevelopment and construction of Bennett Place, and

WHEREAS, the City Council also committed to allocate up to $748,382 from future NSP2 Program Income, and

WHEREAS, on December 11, 2012, the City Council by Resolution No. 2012-512 approved a NSP 3 Loan Agreement to loan Five Hundred Fifty Eight Thousand Dollars ($558,000) of NSP 3 funds for the development of Bennett Place, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC., was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project, and

WHEREAS, the City is subordinating its NSP 2 and NSP 3 Deeds of Trust so the City's security interest is not senior but the City is not subordinating the NSP 2 and NSP 3 Regulatory Agreements so as not to risk repayment to HUD in the event STANCO defaults the affordability covenants imposed on these loans, and

WHEREAS, the subordination agreements set 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 hereby approves a Subordination Agreement between the City of Modesto, Bennett Place, LLC and the California Housing Finance Agency for Bennett Place.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute Subordination Agreement MHSA and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-12

RESOLUTION APPROVING A SUBORDINATION AGREEMENT MHSA BETWEEN THE CITY OF MODESTO, BENNETT PLACE, LLC AND CALIFORNIA HOUSING FINANCE AGENCY TO SUBORDINATE THE STORMWATER TREATMENT DEVICE ACCESS AND MAINTENANCE AGREEMENT DATED JANUARY 11, 2013 TO THE MHSA LOAN DOCUMENTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the State of California requires that the City enters into a Stormwater Treatment Device Access and Maintenance Agreement for new developments as required by the National Pollution Discharge Elimination System (NPDES) to minimize water pollution from municipal separate storm sewer system, and

WHEREAS, a Stormwater Treatment Device Access and Maintenance Agreement was executed on January 11, 2013, and

WHEREAS, in February, 2013, a new entity was formed as a limited liability company known as Bennett Place, LLC (the LLC). The sole member of the LLC is STANCO. Bennett Place, LLC., was formed specifically to develop the Project and will accept all rights, duties and obligations of STANCO under the loan documents, including ownership of the Property and development of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Subordination Agreement MHSA between City of Modesto, Bennett Place, LLC., and California Housing Finance Agency to subordinate the Stormwater Treatment Device Access and Maintenance Agreement dated January 11, 2013 to the MHSA Loan Documents.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute Subordination Agreement MHSA and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-13

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) TO SET FORTH THE STRUCTURE FOR RECEIVING AND ADMINISTERING FEDERAL TRANSIT ADMINISTRATION (FTA) JOB ACCESS AND REVERSE COMMUTE (JARC) FUNDS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MOU

WHEREAS, The Stanislaus Council of Governments (StanCOG) has been identified as the designated recipient by the Federal Transit Administration (FTA) to receive Job Access and Reverse Commute (JARC) federal transit funds that are made available to the Modesto Urbanized Area, and

WHEREAS, In February 2008, StanCOG adopted a Coordinated Public Transit-Human Services Transportation Plan as required under FTA JARC, and

WHEREAS, StanCOG has subsequently adopted a Program Management Plan that describes StanCOG's policies and procedures for administering the FTA's JARC program in a large urbanized area, and

WHEREAS, in order for the City to receive JARC funds from StanCOG, the City and StanCOG must first enter into a Memorandum of Understanding and Subrecipient Agreement to define the respective roles and responsibilities of each organization in the FTA JARC grant management process, to describe the pass-through of Federal funds from StanCOG to the City, and to ensure compliance with all federal grant regulations and requirements, and

WHEREAS, StanCOG and the City mutually agree that the respective responsibilities outlined in this MOU foster healthy collaboration for the purpose of meeting the JARC program goals within the Modesto Urbanized Area.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves an MOU with StanCOG to set forth the basic structure for FTA Job Access and Reverse Commute grant applications and administration in the Modesto Urbanized Area.

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 7th day of January, 2014, 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, Interim City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-14

RESOLUTION ACCEPTING THE AVOID THE TWELVE GRANT FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY, IN THE AMOUNT NOT TO EXCEED $35,000, TO REDUCE ALCOHOL RELATED FATAL AND INJURY TRAFFIC COLLISIONS IN STANISLAUS COUNTY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS

WHEREAS, The City of Modesto Police Department desires to undertake a certain project designated as Avoid the Twelve from the State of California Office of Traffic Safety (OTS), and

WHEREAS, the goal of the grant in the amount of $157,000 is to reduce alcohol related injuries and death within Stanislaus County and raise the awareness of the general public regarding the problems with drinking and driving, and

WHEREAS, the project was accepted for funding for a period of one year commencing on October 1, 2013 and ending on September 30, 2014, and

WHEREAS, the Ceres Police Department will administer the program, and

WHEREAS, the total amount of reimbursable overtime expenses for the Modesto Police Department for this grant shall not exceed $35,000,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Avoid the Twelve Grant from the State of California Office of Traffic Safety, in the amount not to exceed $35,000.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto, held on the 7th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-15

RESOLUTION AMENDING THE FISCAL YEAR 2013/14 OPERATING BUDGET ESTIMATING REVENUE AND OFFSETTING EXPENSES NOT TO EXCEED $35,000, FOR THE AVOIDTHE TWELVE GRANT, TO REDUCE ALCOHOL RELATED FATAL AND INJURY TRAFFIC COLLISIONS IN STANISLAUS COUNTY; AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto Police Department, in partnership with Ceres, Turlock, Oakdale, Newman, Stanislaus County Probation Department, Sheriff's Office, and the California State University Police, will unite in "Avoid the Twelve" to reduce alcohol related fatal and injury traffic collisions in Stanislaus County, and

WHEREAS, the Ceres Police Department will have a Project Manager who will oversee administration and implementation of this county-wide program, and

WHEREAS, the City of Ceres Police Department will administer the reimbursement of the various law enforcement agencies that participate in the project, and

WHEREAS, the grant will commence on October 1, 2013 and end on September 30, 2014, and

WHEREAS, the City of Modesto Police Department shall be compensated in an amount not to exceed $35,000 for overtime on this program, and

WHEREAS, there is no local match required for this program,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2013/2014 Operating Budget estimating revenue and offsetting expenses not to exceed $35,000, for the Avoid the Twelve Grant is hereby as indicated on **Exhibit A.**

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 January, 2014, 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, Interim City Attorney

Exhibit A

The Avoid the Twelve grant allocation for Fiscal Year 2013/2014 will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1341-19998-42199-100788	$ 35,000	State – Miscellaneous Grants
TOTAL:	**$ 35,000**	

Expenses:		
To:		
MY-100788- Appr Unit A	$ 35,000	Overtime
TOTAL	**$35,000**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-16

A RESOLUTION MAKING CERTAIN FINDINGS CONCERNING MITIGATION MEASURES, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, MAKING CERTAIN FINDINGS CONCERNING ALTERNATIVES, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MARKETPLACE PROJECT (STATE CLEARINGHOUSE NO. 2013022013)

WHEREAS, in November 2011, Berberian Holdings L.P. ("Applicant"), filed The Marketplace Project ("Project") that includes the following entitlements: an Amendment to the City of Modesto Urban Area General Plan to re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest corner of Sylvan Avenue and Oakdale Road, and an amendment to Section 10-3-9 of the Zoning Map to rezone the portion of P-D(211) located at the southwest corner of Sylvan Avenue and Oakdale Road ("the Property") to a new Planned Development Zone to allow for an 18-acre neighborhood shopping center, and

WHEREAS, pursuant to Section 21067 of the Public Resources Code and Section 15367 of the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 et seq.), the City is the lead agency for the Project, and

WHEREAS, in May 2012, the City prepared an Initial Study for the Project for the purpose of considering the effects of the Project within the scope of the City's General Plan Master EIR (SCH No. 2007072023), and

WHEREAS, the Planning Commission on September 17, 2012, adopted Resolution No. 2012-11, certifying it had received and reviewed the Initial Study, Environmental Assessment No. EA/C&ED 2011-40, which concluded that the project is within the scope of the General Plan Master EIR (SCH No. 2007072023) and that

pursuant to Section 21157.1 of the Public Resources Code, no new environmental review is required, and

WHERAS, prior to City Council consideration of the Project, concerns related to traffic, air quality, noise, lighting and urban decay were raised, and

WHERAS, the City determined a project level Environmental Impact Report (EIR) should be prepared for the Project, and

WHEREAS, prior to the City Council hearing for the Project the applicant withdrew the rezoning request for the purpose of re-filing the application and initiating an Environmental Impact Report for the Project, and

WHEREAS, on February 5, 2013, the City of Modesto ("the City"), published a Notice of Preparation for the Project, 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 21, 2013, the City held a public scoping meeting to receive public comments on the scope and content of the EIR, and

WHEREAS, on June 20, 2013, the City published and distributed a Draft EIR for the Project (State Clearinghouse Number 2013022013) ("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 45 days as required by Section 21091 of CEQA, the close of the public comment period being August 5, 2013, and

WHEREAS, during the 45-day public comment period the City received three letters commenting on the DEIR, and

WHEREAS, on August 26, 2013, the City published and distributed a recirculated Draft EIR to address inadvertent omissions to the traffic analysis regarding the significance criteria, the close of the public comment period being October 10, 2013, and

WHEREAS, during the 45-day public comment period the City received three letters commenting on the recirculated Draft EIR, and

WHEREAS, the City prepared written responses to all written comments received on the DEIR and recirculated EIR, said responses being contained in a Final EIR for the Marketplace Project (State Clearinghouse Number 2013022013) ("FEIR") prepared pursuant to Section 15089 of the CEQA Guidelines, and

WHEREAS, on November 8, 2013, 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 approval of a General Plan Amendment to re-designate property from Mixed Use and Residential to Commercial and rezone from Planned Development Zone, P-D(211), to Planned Development Zone, P-D(596), to allow a shopping center, and subsequent entitlements, 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 unavoidable

environmental effects, the decision-making agency make certain findings regarding those effects, and

WHEREAS, on November 18, 2013, a public hearing on the Project was held by the Planning Commission in Chambers at 1010 Tenth Street, Modesto, California, at which hearing evidence both oral and documentary was received and considered, and

WHEREAS, after said public hearing, the Modesto City Planning Commission adopted Resolution No. 2013-18, recommending to the City Council adoption of certain findings and certification of the FEIR, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on December 10, 2013, in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California, at which date and time said duly noticed public hearing of the Council evidence both oral and documentary was received and considered, and

WHEREAS, the City Council has received and considered the FEIR for the Project (SCH No. 2013022013) that analyzed the potential environmental effects of the proposed Project.

WHEREAS, the City Council heard testimony at the December 10, 2013 public hearing of the City Council, closed the public hearing, and continued the item to the January 7, 2013 City Council Hearing to allow staff to analyze and respond to materials submitted by project opponents, and

WHEREAS, staff has reviewed the materials and determined that no new information was presented that would create the need for any changes to the Project EIR, and

WHEREAS, said matter was further considered at the regular meeting of the City Council held at 5:30 PM on January 7, 2014, 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 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 hearings 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. That pursuant to Public Resources Code Section 21081 and CEQA Guidelines Sections 15091 et seq., the City Council of the City of Modesto adopts and makes the following statement of overriding considerations regarding the remaining unavoidable impacts of the Project and the anticipated economic, social and other benefits of the Project.

Significant Unavoidable Impacts

With respect to the foregoing findings, as set forth in **Exhibit A**, and in recognition of those facts which are included in the record, the City has determined the following:

- That the project will cause significant, unavoidable impacts to Traffic and Circulation, Air Quality
- That the project will contribute to significant unavoidable cumulative impacts to Traffic and Circulation, Air Quality, Climate Change

These impacts cannot be avoided or substantially reduced by feasible changes or alterations to the Project, other than the changes or alterations already adopted.

Overriding Considerations

The City Council specifically adopts and makes this Statement of Overriding Considerations that this Project includes all feasible measures that would eliminate or substantially lessen the significant impacts of the Project on the environment, and that the remaining significant, unavoidable impacts of the Project are acceptable in light of the environmental, economic, social and other considerations set forth in **Exhibit "A"** because the benefits of the Project outweigh the significant and adverse impacts of the Project. The City Council finds that each of the overriding considerations set forth in the **attached** Statement of Overriding Considerations **(Exhibit A)** constitutes a separate and independent ground for finding that the benefits of the Project outweigh its significant adverse environmental impacts and sets forth an overriding consideration warranting approval of the Project. These matters are supported by evidence in the record.

4. The Mitigation and Monitoring and Reporting Program for the Marketplace Project is **attached** to this resolution **as Exhibit "B"** and is incorporated and adopted as part of this resolution herein. The Program identifies impacts of the Project, corresponding mitigation, designation of responsibility for mitigation implementation and the agency responsible for the monitoring action.

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 Recirculated Draft EIR also incorporates information obtained by the City since the DEIR was published. 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 Community and Economic Development 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 City Council that it hereby certifies the Final Environmental Impact Report for the Marketplace Project (SCH No. 2013022013), on file in the office of the Community and Economic Development Department and incorporated herein by reference.

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 the environmental impact report for the Project (File No. EIR-13-001). The City of Modesto shall promptly notify the applicant of any claim, action, or proceeding.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Exhibit "A"

THE MARKETPLACE
CEQA FINDINGS & STATEMENT OF OVERRIDING CONSIDERATIONS

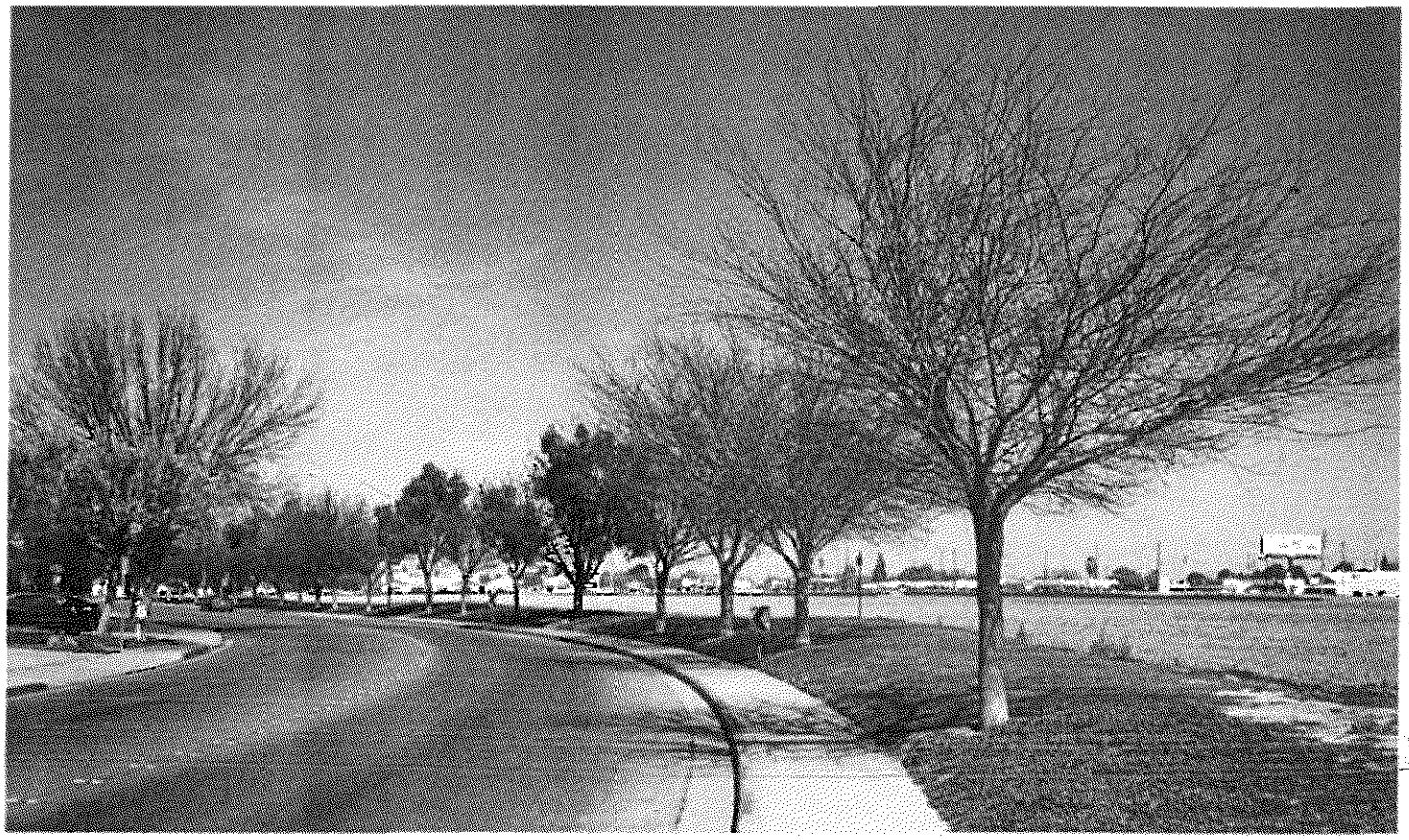
THE MARKETPLACE PROJECT

Draft CEQA Findings and Statement of Overriding Considerations

Prepared for
City of Modesto

November 2013

ESA



THE MARKETPLACE PROJECT

Draft CEQA Findings and Statement of Overriding Considerations

Prepared for
City of Modesto

November 2013

ESA

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THE MARKETPLACE PROJECT

CEQA Findings and Statement of Overriding Considerations

Introduction

On behalf of the City of Modesto (the "City"), and pursuant to the California Environmental Quality Act ("CEQA"), a Final Environmental Impact Report (Final EIR) has been prepared for the Marketplace Project and other related approvals described below (collectively, the proposed project).

The City is the lead agency as defined in the CEQA Guidelines. (Public Resource Code §21067).

The "Final EIR" for the proposed project (SCH#2013022013) evaluates the environmental effects associated with implementation of the proposed project. The Final EIR serves as an informational document for public agency decision-makers and the general public regarding the environmental effects of the proposed project and identifies feasible mitigation measures (referred to as "Required Additional Mitigating Policies and Implementation Measures") and alternatives that would reduce or eliminate significant impacts of the proposed project.

The Final EIR is the primary reference document for the development and implementation of a mitigation monitoring plan for the proposed project. Environmental impacts cannot always be mitigated to a level that is considered less then significant. In accordance with the CEQA Guidelines (Cal. Code Regs., tit, 14, section 15000 et seq.), if a lead agency approves a project that has significant impacts that are not substantially mitigated (i.e., significant unavoidable impacts), the agency shall state in writing the specific reasons for approving the project based on the final CEQA documents and any other information in the public record for the project. (CEQA Guidelines, section 15093, subd. (b).) This is called a "statement of overriding considerations". (CEQA Guidelines, Section 15093.)

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

Summary of the Proposed Project

The proposed project includes the construction of a new shopping center with approximately 170,000 square-feet of floor area on approximately 18 acres. The proposed project is located on two parcels; the first parcel (APN 065-021-011) is twelve acres in area and is split with two General Plan land use designations. Approximately ten acres are designated Mixed-Use (MU) and two acres are designated Residential (R). The second parcel (APN 065-021-012) is six acres in area and currently designated Residential in the City of Modesto's General Plan. The proposed project includes two large buildings in the shopping center that will be partitioned into spaces for various tenants. The larger of the two buildings is 78,290 square feet and will be partitioned into approximately 5 spaces while the smaller of the two buildings is 66,230 square feet and will be partitioned into two spaces, one of which is a 51,730 square foot "Anchor" tenant. The 51,730 square foot "Anchor" space has been identified as a grocery store, none of the other uses in the shopping center have been specifically identified. Four pad buildings are also included in the shopping center; they are 6,650, 4,200, 7,670, and 6,955 square feet respectively. The proposed project includes 816 parking spaces which is 4.8 spaces per 1,000 square feet of development.

Access to the shopping center will be provided from three driveways on Oakdale Road (one is service access only), one driveway on Sylvan Avenue, and two driveways on Hashem Drive (one is service access only). The proposed project would include a new traffic signal at the intersection of Oakdale Road and the main project driveway/Post Office Drive. As part of the proposed project, right-of- way will be dedicated along the frontage to accommodate the following future roadway improvements including: the widening of Oakdale Road and Sylvan Avenue to six through-lanes, a separated right turn lane for traffic traveling east turning southbound onto Oakdale Road, a southbound right turn lane at the main Oakdale Road site access driveway, a deceleration lane along Sylvan Avenue between Hashem Drive and the site access driveway and an extended bus turnout on Oakdale Road.

Project Approvals

The proposed project is considered a discretionary project and will require several approvals by the City:

- A General Plan Amendment to redesignate the project site from Mixed-use and Residential to Commercial;
- A Zoning Amendment to rezone the same property from Planned Development Zone, P-D(211) to a new Planned Development Zone, to allow development of a shopping center; and
- A lot line adjustment to consolidate the existing parcels into one parcel.

The Planning Commission will make a recommendation on the proposed project, which must be approved by the City Council.

Other ministerial permits and approvals required for the project by the City may include:

- Building Permit(s);
- Encroachment Permits for off-site improvements;
- Grading Permit;
- Sign Permit;
- Fire Department Permit; and
- Approval of construction plans by Public Works Department and Electric Utility Department.

Procedural Compliance with CEQA

Environmental Review and Public Participation

The Draft EIR (State Clearinghouse #2013022013) was circulated for public review on June 20, 2013 through August 5, 2013 (45-day public review period). The Final EIR has been prepared for the City in accordance with CEQA and the CEQA Guidelines. As allowed for in CEQA Guidelines § 15084(d) (2), the City retained a consultant to assist with the preparation of the environmental documents. The City, as the lead agency, has directed preparation of the EIR, reviewed all material prepared by the consultant, and such material reflects the City's independent judgment. The key milestones associated with the preparation of the EIR are summarized below. In addition, an extensive public involvement and agency notification effort was conducted to solicit input on the scope and content of the EIR and to solicit comment on the results of the environmental analysis presented in the Draft EIR. In general, the preparation of the EIR included the following key steps and public notification efforts:

- **The 2013 Notice of Preparation (NOP).** The City formally initiated the environmental process with circulation of an NOP, which was sent to responsible agencies and interested individuals for a 30-day review period from February 5, 2013 to March 6, 2013. While an initial study was not included as part of the NOP, the NOP identified the likely potential environmental impacts that should be studied in the EIR. The NOP was posted in the Modesto Bee, a newspaper of general circulation, and with the Clerk Recorder of the County of Stanislaus. The City also held a Scoping Meeting on February 21, 2013 to take comments regarding the scope of the EIR. The NOP and a summary of the comments received during the 30-day review period are provided in the Draft EIR (see Draft EIR, Appendix A).
- **The 2013 Draft EIR.** In June 2013, the City published the Draft EIR. The 2013 Draft EIR assessed the environmental implications of implementing the proposed project. The Draft EIR was circulated for public review and comment for 45 days (June 20, 2013 through August 5, 2013).
- **The 2013 Recirculated Draft EIR.** On August 26th, 2013, the City recirculated portions of two sections of the Draft EIR, addressing inadvertent omissions to the traffic analysis regarding City significance criteria. The Recirculated Draft EIR was circulated for public review and comment for 45 days (August 26th, 2013 through October 10th, 2013).

- **The 2013 proposed Final EIR.** A total of 3 comment letters were received on the Draft EIR during the public review period from June 20, 2013 to August 5, 2013. Three letters were received from the same commenters on the Recirculated Draft EIR during the public review period from August 26th 2013 to October 10, 2013. Letters received from governmental agencies accounted for two (2) of the comment letters received on both the Draft and Recirculated Draft EIR. City staff published a Final EIR on November 5, 2013, which included: a list of persons, organizations, and public agencies commenting on the Draft EIR; the City's written responses to all significant environmental points raised in the comments; changes to the text of the Draft and Recirculated Draft EIR made in response to comments; and other revisions and clarifications.

- **2013 Planning Commission Recommendations.** The Final EIR was reviewed by the Planning Commission in a duly noticed public hearing held on November 18, 2013. On November 18, 2013, the Planning Commission adopted a resolution containing its written recommendations to the City Council whether to certify the proposed Final EIR (Planning Commission Resolution 2013-1) and regarding whether to adopt the project.

Record of Proceedings

For the purposes of CEQA, and these findings, the administrative record for the proposed project consists of those items listed in Public Resources Code section 21167.6, subdivision (e). The record of proceedings for the Council's decision on the proposed project includes the following documents:

- The City prepared an initial study for the proposed project in May 2012, for the purpose of considering the effects of the project within the context of the City's existing General Plan Master EIR (SCH No. 2007072023).

- The NOP (February 2013) and all other public notices issued by the City in conjunction with the proposed project;

- The Draft Environmental Impact Report for The Marketplace Project (June 20, 2013 through August 5, 2013);

- The Recirculated Draft Environmental Impact Report for the Marketplace Project (August 26, 2013 through October 10, 2013);

- All comments submitted by agencies or members of the public during the 45-day comment period on the Draft EIR (June 20, 2013 through August 5, 2013) and the recirculated Draft EIR (August 26, 2013 through October 10, 2013);

- All comments and correspondence submitted to the City with respect to the proposed project, in addition to timely comments on the Draft EIR and the recirculated Draft EIR;

- The Final Environmental Impact Report for The Marketplace Project, including comments received on the Draft EIR, the recirculated Draft EIR, and responses to those comments;

- The mitigation monitoring plan for the proposed project;

- All findings and resolutions adopted by the City Council in connection with the proposed project, and all documents cited or referred to therein;

- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the proposed 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 City's action on the proposed project;

- All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the proposed project, up through the close of the public hearing on the Final EIR;
- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the proposed project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings and public hearings;
- All resolutions adopted by the City regarding the proposed project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- 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 official custodian of the record is the City of Modesto Community and Economic Development Department. The documents and other materials, which constitute the record of proceedings for the City's approval of this project, are located at the City of Modesto, Community and Economic Development, 1010 Tenth Street, Suite 3300, Modesto, CA 95354.

Mitigation Monitoring and Reporting Programs

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed project, and has been approved by the City Council by the same resolution that has adopted these findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1); CEQA Guidelines, § 15097.) The City will use the MMRP to track compliance with the proposed project mitigation measures. The MMRP has been published as a stand-alone document.

Environmental Impacts and Findings

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

- The City retained the independent firm of Environmental Science Associates ("ESA") to prepare the Final EIR, and ESA prepared the FEIR under the supervision and at the direction of the City of Modesto Community and Economic Development Department.
- The City circulated the Draft EIR for review by responsible agencies and the public and submitted it to the State Clearinghouse for review and comment by state agencies.
- The Final EIR has been completed in compliance with CEQA.
- The proposed project will have significant, unavoidable impacts as described and discussed in the Final EIR.
- The Final EIR is adequate under CEQA to address the potential environmental impacts of the proposed project.
- The Final EIR has been presented to the City Council, and the City Council has independently reviewed and considered information contained in the Final EIR.
- The Final EIR 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 Final EIR, except as specifically described in these Findings.

Findings Regarding Less-Than-Significant Impacts.

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

Aesthetics

Impact 3.1.1: Implementation of the project could change the existing visual character or quality of the site and its surroundings.

No mitigation is required. The impact is considered ***less-than-significant.***

Land Use and Urban Decay

Impact 3.2.1: The proposed project would not physically divide an established community.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.2.2: The proposed project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.2.3: The proposed project would not result in long term commercial building vacancies and therefore would not result in increased urban decay conditions.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.2.4: The proposed project, in combination with other developments in the vicinity, would not contribute to potential cumulative land use impacts.

No mitigation is required. The impact is considered ***less-than-significant.***

Traffic and Circulation

Impact 3.3.2: The proposed project would not increase hazards due to a design feature or incompatible uses.

No mitigation is required. The impact is considered ***less-than-significant.***

3.3.3: The proposed project would not result in inadequate emergency access.

No mitigation is required. The impact is considered ***less-than-significant.***

3.3.4: The proposed project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

No mitigation is required. The impact is considered ***less-than-significant.***

Air Quality

Impact 3.4.3: Construction and/or operation of the project would not expose sensitive receptors to substantial pollutant concentrations.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.4.4: Operation of the project would not create objectionable odors affecting a substantial number of people.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.4.6: Construction and operation of the project would not generate toxic air contaminants that could contribute to cumulative health risks.

No mitigation is required. The impact is considered ***less-than-significant.***

Noise

Impact 3.6.3: Traffic associated with operation of the project would not result in an increase in ambient noise levels on nearby roadways used to access the shopping center.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.6.5: The project would not expose people working in the project area to excessive airport-related noise.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.6.6: Increases in traffic from the project in combination with other development would not result in cumulative noise increases.

No mitigation is required. The impact is considered ***less-than-significant***.

Hydrology and Water Quality

Impact 3.7.1: The proposed project would not violate water quality standards or waste discharge requirements during construction-related activities.

No mitigation is required. The impact is considered ***less-than-significant***.

Impact 3.7.2: The project would not result in other water quality degradation.

No mitigation is required. The impact is considered ***less-than-significant***.

Impact 3.7.4: The project would not substantially deplete groundwater supplies or substantially interfere with groundwater recharge.

No mitigation is required. The impact is considered ***less-than-significant***.

Impact 3.7.5: The project would not make a cumulatively considerable contribution to cumulative effects associated with hydrologic resources and water quality.

No mitigation is required. The impact is considered ***less-than-significant***.

Hazards and Hazardous Materials

Impact 3.8.1: The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

No mitigation is required. The impact is considered ***less-than-significant***.

Impact 3.8.2: The project 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.

No mitigation is required. The impact is considered ***less-than-significant***.

Impact 3.8.3: The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

No mitigation is required. The impact is considered ***less-than-significant.***

Impact 3.8.4: The project would not contribute to a significant cumulative impact related to hazards or hazardous materials.

No mitigation is required. The impact is considered ***less-than-significant.***

Findings Regarding Significant Environmental Impacts

A detailed analysis of the potential environmental impacts and the proposed mitigation measures for the proposed project is described in Chapter 3 "Environmental Analysis" of the Draft EIR, as incorporated into the Final EIR. The Draft EIR evaluated the Project's potential environmental impacts in 8 separate environmental topics, and also evaluated the proposed project's potential cumulative impacts. The City Council concurs with the conclusions in the Draft EIR, as incorporated into the Final EIR, that: (i) the majority of the proposed project's significant and potentially significant impacts will be rendered less than significant by the mitigation measures described and discussed below; and (ii) for those impacts that will not be rendered less than significant by such mitigation measures, there are overriding considerations that make those impacts acceptable to the City.

Aesthetics

Impact 3.1.2: Implementation of the project may create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area.

Potential Impact: The impact identified above is described on page 3.1-10 of the Draft EIR.

Mitigation Measure: Mitigation Measure 3.1.2 "Outdoor Lighting Standards" (see page 3.1-10 of the Draft EIR) is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that: Mitigation Measure 3.1.2 requires the project applicant to use outdoor light fixtures that will minimize stray light trespassing across property boundaries. Fixtures shall be full cut-off and nighttime friendly, consistent with LEED goals and Green Globes criteria for light pollution reduction. The project applicant is required to prepare a photometric plan demonstrating that lighting will not spillover onto adjacent properties. Furthermore, the project will adhere to all City regulations relating to signage and the shielding of light in order to reduce any potential negative effects from new light sources (per Municipal Code Title 10, Chapter 6). These standards shall be

included in the project conditions. With implementation of these outdoor lighting conditions, this light and glare impact is considered ***less-than-significant.***

Impact 3.1.3: The project would not contribute to a significant cumulative visual impact.

Potential Impact: The impact identified above is described on pages 3.1-10 and 3.1-11 of the Draft EIR.

Mitigation Measure: Mitigation Measure 3.1.2 "Outdoor Lighting Standards" (see page 3.1-10 of the Draft EIR) is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that: Mitigation Measure 3.1.2 requires the project applicant to use outdoor light fixtures that will minimize stray light trespassing across property boundaries. Fixtures shall be full cut-off and nighttime friendly, consistent with LEED goals and Green Globes criteria for light pollution reduction. The project applicant is required to prepare a photometric plan demonstrating that lighting will not spillover onto adjacent properties. Furthermore, the project will adhere to all City regulations relating to signage and the shielding of light in order to reduce any potential negative effects from new light sources (per Municipal Code Title 10, Chapter 6). These standards shall be included in the project conditions. With implementation of these outdoor lighting conditions, this cumulative light and glare impact is considered ***less-than-significant.***

Traffic and Circulation

Impact 3.3.1: The proposed project would potentially conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of study intersections and study roadway segments under Existing plus Project conditions.

Potential Impact: The impact identified above is described on pages 3.3-19 through 3.3-26 of the Draft EIR. As more fully described in the Draft EIR, implementation of the proposed project would result in unacceptable LOS conditions (LOS E or F) during the p.m. peak hour at the following four intersections along Oakdale Road:

- Oakdale Road at Claratina Avenue (Intersection #2).
- Oakdale Road at La Force Drive (Intersection #6).
- Oakdale Road at Hashem Drive (Intersection #7).
- Oakdale Road at Floyd Avenue (Intersection #8).

Similarly, under Existing plus Project Conditions, implementation of the proposed project would result in unacceptable LOS conditions (LOS E or F) during the p.m. peak hour at the following three roadway segments along Oakdale Road:

- Oakdale Road between Claribel Avenue and Claratina Avenue (Segment #1).
- Oakdale Road between Claratina Avenue and Mable Avenue (Segment #2).
- Oakdale Road between Mable Avenue and Sylvan Avenue (Segment #3).

Mitigation Measure: The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- Mitigation Measure 3.3.1: Applicant to Provide Fair Share Contribution to Improvements at the La Force Drive at Oakdale Road Intersection. Consistent with the City's CIP program, the applicant will provide a fair share contribution to the delineation of a westbound right turn lane at the Oakdale Road at LaForce Drive Intersection. Restriping the westbound La Force Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the westbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).
- **Mitigation Measure 3.3.2: City Shall Restripe Eastbound Hashem Drive at Oakdale Road Intersection.** Restriping the eastbound Hashem Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the eastbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level.
- Mitigation Measure 3.3.3: Applicant to Provide Fair Share Contribution to Improvements at the Oakdale Road at Floyd Avenue Intersection. Consistent with the City's CIP program, the applicant will provide a fair share contribution to the installation of a southbound right turn lane at the Oakdale Road at Floyd Avenue Intersection and the installation of a third northbound through lane north of the intersection.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measure 3.3.1"Restripe Westbound La Force Drive at Oakdale Road Intersection", the impact at Oakdale Road at La Force Drive (Intersection #6) is considered ***less-than-significant.*** With implementation of Mitigation Measure 3.3.2"City Shall Restripe Eastbound Hashem Drive at Oakdale Road Intersection", the impact at Oakdale Road at Hashem Drive (Intersection #7) is considered ***less-than-significant.***

Roadway segments #1 and #2 would also operate at LOS E under existing conditions and would continue to operate at LOS E with implementation of the proposed project. However, because the proposed project would not increase the volume-to-capacity (v/c) ratio by more than five seconds, the project would result in a ***less-than-significant*** impact to these study segments and no mitigation measures would be required.

Mitigation Measure 3.3.3 would require the project applicant to provide a fair share contribution to construction improvements at the Oakdale Road at Floyd Avenue Intersection (#8). Additional improvements to Intersection #2, #8, and Roadway Segment #3 have been identified as part of the City's Capital Facilities Fee (CFF) Program and build-out of the Tivoli Specific Plan. However, build-out of these improvements (including those identified under the Tivoli Specific Plan) have no specific timeline for completion and therefore do not coincide with the shorter term necessity of the improvements identified for affected intersections/roadway segments resulting from the proposed project.

Additionally, as to all affected intersections and roadway segments, this project is only responsible for a small percentage of the overall traffic impact, and thus, can only be required to pay its fair proportional share of the improvements necessary to mitigate the cumulative traffic impact. Where the proposed project only contributes to a relatively small percentage of the overall traffic impact, the City cannot lawfully require the project to pay for the entire traffic improvement, but is instead requiring the project to pay a development fee as part of the City's Capital Improvement Program (CIP). The proceeds of the CIP are programmed to be used for many (but not all) of these improvements.

Finally, as more fully described in the Draft EIR, implementation of many of the larger intersection/roadway segment improvements would adversely affect a number of existing businesses around the facilities through the acquisition of necessary right-of-way to complete these improvements. Right-of-way acquisition would affect the financial feasibility of the overall improvement and would generate a number of additional relocation and environmental impacts that may not be mitigated to a less-than-significant level. Consequently, while these larger intersection/roadway segment improvements can improve local LOS conditions, they are considered infeasible given the potential business relocation, environmental impacts, and financial feasibility associated with many of the larger improvements necessary to address LOS considerations.

Therefore, for the various reasons set forth above and as more fully described in the Draft EIR, the impacts identified under Impact 3.3.1 for Intersection #2, #8, and Roadway Segment #3 will remain significant even with mitigation. More specifically, although the mitigation measures identified above would reduce the impacts resulting from implementation of the proposed project on traffic at the study intersections/roadway segments under the Existing plus Project conditions, the impacts at the following intersections/roadway segments remains significant:

- Oakdale Road at Claratina Avenue (Intersection #2).
- Oakdale Road at Floyd Avenue (Intersection #8).
- Oakdale Road between Mable Avenue and Sylvan Avenue (Segment #3).

Remaining Impacts: As described above, although implementation of Mitigation Measures 3.3.1 through 3.3.3 would reduce the impacts identified above, many of the proposed larger intersection/roadway segment improvements are considered infeasible and most such impacts would thus remain significant even with mitigation. Consequently, because there are no feasible

measures available to further mitigate these significant impacts, they are considered ***significant and unavoidable.***

Overriding Considerations: The environmental, economic, social and other benefits of the proposed project override any remaining significant adverse impacts of the proposed project on traffic at the study intersections/roadway segments under the Existing plus Project conditions, as set forth in the Statement of Overriding Considerations below.

> ***Impact 3.3.5: The proposed project would potentially conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of study intersections and study roadway segments under Cumulative plus Project conditions.***

Potential Impact: The impact identified above is described on pages 3.3-30 through 3.3-36 of the Draft EIR and pages 2-2 through 2-9 of the Recirculated Draft EIR. As more fully described in these documents, implementation of the proposed project would result in unacceptable LOS conditions (LOS E or F) during the p.m. peak hour at the following six intersections:

- Oakdale Road at Mable Avenue (Intersection #3)
- Oakdale Road at Sylvan Avenue (Intersection #4)
- Oakdale Road at La Force Drive (Intersection #6)
- Oakdale Road at Floyd Avenue (Intersection #8)
- Coffee Road at Sylvan Avenue (Intersection #10)
- Sylvan Avenue at Hashem Drive-Carson Oak Drive (Intersection #13)

Similarly, under Cumulative plus Project Conditions, implementation of the proposed project would result in unacceptable LOS conditions (LOS E or F) during the p.m. peak hour at the following 3 roadway segments:

- Oakdale Road between Post Office Drive and La Force Drive (Segment #4)
- Oakdale Road between Hashem Drive and Floyd Avenue (Segment #5)
- Sylvan Avenue between Oakdale Road and Wood Sorrel Drive (Segment #10)

Mitigation Measure: The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.3.5a: City to Monitor and Install Overlap Phase for the Westbound Right Turn Lane for the Oakdale Road at Sylvan Avenue Intersection.** The City will monitor operations at the intersection and add an overlap phase when deemed necessary by the City Traffic Engineer.
- **Mitigation Measure 3.3.1: Applicant to Provide Fair Share Contribution to Improvements at the La Force Drive at Oakdale Road Intersection.** Consistent with the City's CIP program, the applicant will provide a fair share contribution to the delineation of a westbound right turn lane at the Oakdale Road at LaForce Drive Intersection. Restriping

the westbound La Force Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the westbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).

- **Mitigation Measure 3.3.5c: City to Monitor and Install Traffic Signal for the Sylvan Avenue at Hashem Drive-Carson Oak Drive intersection.** The City will monitor signal warrants at the intersection of Sylvan Avenue and Hashem Drive-Carson Oak Drive intersection and install a traffic signal when deemed necessary by the City Traffic Engineer. Installation of a traffic signal at the intersection would improve LOS conditions from LOS F to LOS A.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measure 3.3.5c"City to Monitor and Install Traffic Signal for the Sylvan Avenue at Hashem Drive-Carson Oak Drive Intersection", the impact at Sylvan Avenue at Hashem Drive-Carson Oak Drive (Intersection #13) is considered ***less-than-significant.***

Mitigation Measure 3.3.5a would require the City to monitor operations at the Oakdale Road at Sylvan Avenue Intersection (Intersection #4) and add an overlap phase when deemed necessary by the City Traffic Engineer. Mitigation Measure 3.3.1 would require the project applicant to provide a fair share contribution to the delineation of a westbound right turn lane at the Oakdale Road at LaForce Drive Intersection (Intersection #6) consistent with the City's CIP program.

Additionally, as to all affected intersections and roadway segments, this project is only responsible for a small percentage of the overall traffic impact, and thus, can only be required to pay its fair proportional share of the improvements necessary to mitigate the cumulative traffic impact. Where the proposed project only contributes to a relatively small percentage of the overall traffic impact, the City cannot lawfully require the project to pay for the entire traffic improvement, but is instead requiring the project to pay a development fee as part of the City's CIP. The proceeds of the CIP are programmed to be used for many (but not all) of these improvements.

Finally, as more fully described in the Draft EIR, implementation of many of the larger intersection/roadway segment improvements would adversely affect a number of existing businesses around the facilities through the acquisition of necessary right-of-way to complete these improvements. Right-of-way acquisition would affect the financial feasibility of the overall improvement and would generate a number of additional relocation and environmental impacts that may not be mitigated to a less-than-significant level. Consequently, while these larger intersection/roadway segment improvements can improve local LOS conditions, they are considered infeasible given the potential business relocation, environmental impacts, and

financial feasibility associated with many of the larger improvements necessary to address LOS considerations.

Therefore, for the various reasons set forth above and as more fully described in the Draft EIR, the impacts identified under Impact 3.3.5 for Intersections #3, #4, #6, #8, #10 and Roadway Segments #4, #5, and #10 will remain significant even with mitigation.

Remaining Impacts: As described above, although implementation of Mitigation Measures 3.3.1, 3.3.5a, and 3.3.5c would reduce the impacts identified above, many of the proposed larger intersection/roadway segment improvements are considered infeasible and most such impacts would thus remain significant even with mitigation. Consequently, because there are no feasible measures available to further mitigate these significant impacts, they are considered ***significant and unavoidable.***

Overriding Considerations: The environmental, economic, social and other benefits of the proposed project override any remaining significant adverse impacts of the proposed project on traffic at the study intersections/roadway segments under the Cumulative plus Project conditions, as set forth in the Statement of Overriding Considerations below.

Air Quality

Impact 3.4.1: Construction of the project could generate emissions of criteria air pollutants that could contribute to existing nonattainment conditions.

Potential Impact: The impact identified above is described on pages 3.4-18 through 3.4-20 of the Draft EIR. As more fully described in the Draft EIR, construction related emissions arise from a variety of activities including (1) grading, excavation, and other earth moving activities; (2) travel by construction equipment and employee vehicles, especially on unpaved surfaces; (3) exhaust from construction equipment; (4) architectural coatings; and (5) asphalt paving. While estimated construction emissions during the years 2014 through 2016 would not exceed SJVAPCD thresholds (see Table 3.4-5 on page 3.4-19 of the Draft EIR), the project applicant will implement a number of dust control measures consisted with SJVAPCD Regulation VIII Rule 8011 (fugitive dust control measures) and Rule 9510 to ensure that construction-related emissions do not adversely affect surrounding sensitive receptors to the project site.

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.4.1a: Implement Dust Control Measures During Construction Activities.** The applicant shall comply with Regulation VIII Rule 8011 and implement the following dust control measures during all construction-related activities:
    - The applicant shall submit a Dust Control Plan subject to review and approval of the SJVAPCD at least 30 days prior to the start of any construction activity on a site that includes 40 acres or more of disturbed surface area.

Specific control measures for construction, excavation, extraction, and other earthmoving activities required by the SJVAPCD include:

- 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 in order to comply with Regulation VIII's 20 percent opacity limitation.
- All onsite unpaved roads and offsite unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- When materials are transported offsite, 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.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. However, the use of blower devices is expressly forbidden, and the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.
- 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.
- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.

- **Mitigation Measure 3.4.1b: Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510.** The applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measures 3.4.1a "Implement Dust Control Measures During Construction Activities" and 3.4.1b "Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510", Impact 3.4.1 is considered ***less-than-significant.***

Impact 3.4.2: Operation of the project would generate emissions of criteria air pollutants that could contribute to existing nonattainment conditions and degrade air quality.

Potential Impact: The impact identified above is described on pages 3.4-20 through 3.4-21 of the Draft EIR. As more fully described in the Draft EIR, the proposed project would result in an increase in operation-related emissions primarily due to motor vehicle trips generated by commercial activity of the site, with onsite stationary sources and area sources resulting in lesser quantities of criteria pollutant emissions. Based on the estimates provided in **Table 3.4-6** of the Draft EIR, estimated build out operational emissions would result in significant NOx emissions. This is a significant impact because NOx is an ozone precursor that is responsible for elevated ozone concentrations. (see ozone discussion on page 3.4-4). Consequently, the proposed project would result in a ***potentially significant*** impact.

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.4.2: Implement Operation-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review.** Implementation Plans prepared by the applicant, and subsequent development projects, shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 will require reductions of 33.2% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions.

Mitigation Measure 3.4.2 would require the project applicant to implement a variety of operation-related measures designed to reduce operation-related exhaust emissions, including measures designed to reduce transport or delivery vehicle idle times and incentives for employee ride sharing programs. However, as more fully described in the Draft EIR, even with implementation of all feasible measures from Mitigation Measure 3.4.2, NOx emissions would not be reduced to a less-than-significant level. Therefore, for the various reasons set forth above and as more fully described in the Draft EIR, Impact 3.4.2 will remain significant even with mitigation.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Remaining Impacts: As described above, although implementation of Mitigation Measure 3.4.2 would reduce the impacts identified above, operational NOx emissions would still remain significant even with mitigation. Consequently, because there are no feasible measures available to further mitigate these significant impacts, they are considered ***significant and unavoidable.***

Overriding Considerations: The environmental, economic, social and other benefits of the proposed project override any remaining significant adverse impacts of the proposed project on air quality impacts, as set forth in the Statement of Overriding Considerations below.

Impact 3.4.5: Construction and operation of the project would result in a cumulatively considerable increase of criteria pollutant emissions.

Potential Impact: The impact identified above is described on pages 3.4-23 through 3.4-24 of the Draft EIR. As more fully described in the Draft EIR, construction and operational emissions from the proposed project would result in the generation of air pollutants in the project area and in the immediate vicinity, and would incrementally add to cumulative emissions. The proposed project would also add to ozone precursor emissions on a regional basis and would incrementally add to PM10 and CO emissions on a local basis. Consequently, the proposed project would result in criteria pollutant emissions that would be cumulatively considerable without mitigation.

Mitigation Measure: The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.4.1a: Implement Dust Control Measures During Construction Activities.** The applicant shall comply with Regulation VIII Rule 8011 and implement the following dust control measures during all construction-related activities:

  - The applicant shall submit a Dust Control Plan subject to review and approval of the SJVAPCD at least 30 days prior to the start of any construction activity on a site that includes 40 acres or more of disturbed surface area.

  Specific control measures for construction, excavation, extraction, and other earthmoving activities required by the SJVAPCD include:

  - 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 in order to comply with Regulation VIII's 20 percent opacity limitation.
  - All onsite unpaved roads and offsite unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
  - All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
  - When materials are transported offsite, 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.
  - All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. However, the use of blower devices is expressly forbidden, and the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.
  - 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.

- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.

- **Mitigation Measure 3.4.1b: Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510.** The applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions.
- **Mitigation Measure 3.4.2: Implement Operation-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review.** Implementation Plans prepared by the applicant, and subsequent development projects, shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 will require reductions of 33.2% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions.

Mitigation Measures 3.4.1a, 3.4.1b, and 3.4.2 would require the project applicant to implement a variety of construction and operation-related measures designed to reduce air quality emissions. However, as more fully described in the Draft EIR, even with implementation of all feasible mitigation measures, construction and operational emissions would result in the generation of air pollutants in the project area and in the immediate vicinity and would incrementally add to cumulative emissions within an air basin that remains "nonattainment" for ozone, PM10, and PM2.5. The proposed project would add to ozone precursor emissions on a regional basis and would incrementally add to PM10 and CO emissions on a local basis. Therefore, for the various reasons set forth above and as more fully described in the Draft EIR, Impact 3.4.5 will remain significant even with mitigation.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Remaining Impacts: As described above, although implementation of Mitigation Measures .4.1a, 3.4.1b, and 3.4.2 would reduce the impacts identified above, criteria pollutant emissions would still remain significant even with mitigation. Consequently, because there are no feasible measures available to further mitigate these significant impacts, they are considered ***significant and unavoidable.***

Overriding Considerations: The environmental, economic, social and other benefits of the proposed project override any remaining significant adverse impacts of the proposed project on cumulative air quality impacts, as set forth in the Statement of Overriding Considerations below.

Climate Change

Impact 3.5.1: The project would conflict with implementation of state goals for reducing greenhouse gas emissions and thereby have a negative effect on global climate change.

Potential Impact: The impact identified above is described on pages 3.5-17 through 3.5-19 of the Draft EIR. As more fully described in the Draft EIR, the project would result in a considerable increase in GHG emissions if it were to conflict with the state goals for reducing GHG emissions. Implementation of the proposed project would result in a total of 11.5 percent improvement over the state's projected 2020 business-as-usual (BAU) emissions level of 596 MMTCO2e. However, the project would still be 17.5 percent short of reaching the 29 percent reduction goal specified by SJVAPCD, consistent with the goals of AB 32. The project would result in a cumulatively considerable increase in GHG emissions such that the project would contribute to impairment of the state's ability to implement AB 32. Consequently, this impact is considered ***potentially significant.***

Mitigation Measure: The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Measure 3.5.1a: Implement Construction-Related GHG Reduction Measures.** The project proponent shall require implementation of all feasible GHG reduction measures during construction, including but not limited to the following:
    - Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); and
    - Limit idling time for commercial vehicles, including delivery and construction vehicles.
- **Measure 3.5.1b: Implement Operation-Related GHG Reduction and Energy Efficiency Measures.** The project proponent shall require implementation of all feasible energy efficiency and GHG reduction measures during operations, including but not limited to the following:
    - Provide Employee Ride Sharing Program
    - Exceed Title 24 (15% improvement);
    - Install high-efficiency lighting (25% lighting energy reduction);
    - Install low-flow bathroom faucets (32% reduction in flow);
    - Install low-flow kitchen faucets (18% reduction in flow);
    - Install low-flow toilets (20% reduction in flow);
    - Install low-flow showers (20% reduction in flow);
    - Use water-efficient irrigation systems (6.1% reduction in flow); and
    - Institute recycling and composting services (20% reduction in waste disposed).

Mitigation Measure 3.5.1a and 3.5.1b would require the project applicant to implement a variety of construction and operation-related measures designed to reduce GHG emissions. Construction-related measures include limiting construction vehicle idling times and the use of recycled construction materials as appropriate. Operation-related measures include the use of energy efficient project design features, recycling, and providing incentives for employee ride sharing programs, which represent the feasible range of measures available to reduce project-related GHG emissions.

As more fully described in the Draft EIR, even with implementation of all feasible measures from Mitigation Measures 3.5.1a and 3.5.1b, the proposed project would still result in substantial GHG emissions and would not achieve the 29% reduction compared to BAU. Consequently, the project would generate GHG emissions that may have a significant impact on the environment and would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Therefore, for the various reasons set forth above and as more fully described in the Draft EIR, Impact 3.5.1 will remain significant even with mitigation.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Remaining Impacts: As described above, although implementation of Mitigation Measures 3.5.1a through 3.5.1b would reduce the impacts identified above, GHG emission impacts would still remain significant even with mitigation. Consequently, because there are no feasible measures available to further mitigate these significant impacts, they are considered ***significant and unavoidable.***

Overriding Considerations: The environmental, economic, social and other benefits of the proposed project override any remaining significant adverse impacts of the proposed project on climate change impacts, as set forth in the Statement of Overriding Considerations below.

Noise

Impact 3.6.1: Project construction could expose persons to or generate temporary noise levels in excess of standards established in the City of Modesto General Plan and Noise Ordinance.

Potential Impact: The impact identified above is described on pages 3.6-16 through 3.6-19 of the Draft EIR. As more fully described in the Draft EIR, construction activity noise levels at and near the construction areas within the project site would fluctuate depending on the particular type, number, and duration of usage of various pieces of construction equipment. The closest residences to potential excavation and finishing during project construction are located 85 feet across Hashem Drive and 115 feet across Oakdale Rd. These residences would experience noise levels at about 84 dBA and 82 dBA, respectively, not accounting for the existing noise wall along Oakdale Rd, which would further reduce noise exposure by about 8 dBA. Noise generated during short-term construction activities of the proposed project would result in a substantial increase in

noise at the nearest residences. Consequently, the proposed project would result in a ***potentially significant*** impact.

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.6.1: Implement Construction-Related Noise Reducing Measures. The** city shall ensure that the project applicant (or construction contractor) implement the following measures:
    - Construct 8-foot project screening walls as early as feasible in the construction schedule.
    - Construction activities shall be limited to the daytime hours between 7:00 a.m. and 9:00 p.m. Monday through Friday, and to between 9:00 a.m. and 9:00 p.m. on weekends and holidays to avoid noise-sensitive hours of the day.
    - Construction equipment and vehicles shall be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment shall be equipped with mufflers, and impact tools shall be equipped with shrouds or shields.
    - Equipment that is quieter than standard equipment shall be utilized where feasible and appropriate.
    - Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences.
    - Haul routes that affect the fewest number of people shall be selected.
    - Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Modesto in the event of problems.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measure 3.6.1"Implement Construction-Related Noise Reducing Measures", construction noise Impact 3.6.1 is considered ***less-than-significant.***

Impact 3.6.2: Operational activities (non-transportation) associated with the project could increase ambient noise levels at nearby existing and planned residences.

Potential Impact: The impact identified above is described on pages 3.6-19 through 3.6-21 of the Draft EIR. As more fully described in the Draft EIR, non-transportation noise generated by the project would include noise from commercial uses such as Heating Ventilation and Air Conditioning (HVAC), trash compactor use, loading/unloading activities in delivery areas, idling trucks, parking lot activities, and power equipment (e.g., leaf blowers and parking lot sweepers).

While these noise levels would not exceed the applied daytime standards, some commercial uses that include HVAC operations may exceed the nighttime standard for stationary equipment of 45 dBA Leq. Consequently, the proposed project would result in a ***potentially significant*** impact.

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.6.2: Implement Measures to Reduce HVAC Equipment Noise.** The project applicant shall ensure that building equipment (e.g., HVAC units) will be located as far away from nearby residences as possible, on building rooftops, and properly shielded by either a rooftop parapet or an enclosure that effectively blocks the line of sight of the source from the nearest receptors.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of the HVAC noise reducing measures provided in Mitigation Measure 3.6.2 "Implement Measures to Reduce HVAC Equipment Noise", Impact 3.6.2 is considered ***less-than-significant.***

Impact 3.6.4: Project construction could expose persons to or generate excessive ground-borne vibration or ground-borne noise levels.

Potential Impact: The impact identified above is described on page 3.6-23 of the Draft EIR. As more fully described in the Draft EIR, construction equipment operation could generate ground-borne vibration and noise levels that could exceed the 80 VdB standard for human annoyance. Consequently, this impact is considered ***potentially significant.***

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.6.1: Implement Construction-Related Noise Reducing Measures.** The city shall ensure that the project applicant (or construction contractor) implement the following measures:
    - Construct 8-foot project screening walls as early as feasible in the construction schedule.
    - Construction activities shall be limited to the daytime hours between 7:00 a.m. and 9:00 p.m. Monday through Friday, and to between 9:00 a.m. and 9:00 p.m. on weekends and holidays to avoid noise-sensitive hours of the day.
    - Construction equipment and vehicles shall be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment shall be equipped with mufflers, and impact tools shall be equipped with shrouds or shields.
    - Equipment that is quieter than standard equipment shall be utilized where feasible and appropriate.

- Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences.
- Haul routes that affect the fewest number of people shall be selected.
- Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Modesto in the event of problems.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measure 3.6.1"Implement Construction-Related Noise Reducing Measures", construction vibration Impact 3.6.4 is considered ***less-than-significant.***

Hydrology and Water Quality

Impact 3.7.3: The project could substantially alter the existing drainage pattern of the site, in a manner that could result in changes in the volume of stormwater discharged from the site, exceedance of available stormwater conveyance capacity, or that could result in increased erosion on site or downstream.

Potential Impact: The impact identified above is described on pages 3.7-12 through 3.7-14 of the Draft EIR. As more fully described in the Draft EIR, project implementation would involve some grading of the existing topography, which could result in altered drainage patterns on the project site. Unless properly graded and managed, altered drainage patterns could result in unanticipated ponding of water on site, or unwanted discharges from the site into areas off site, such as into storm drains or onto roads surrounding the proposed facility. Consequently, this could result in increases in flooding and/or erosion on site or downstream, and the impact is considered ***potentially significant.***

Mitigation Measure: The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring and Reporting Program:

- **Mitigation Measure 3.7.1: Prepare Comprehensive Drainage Plan and Implement Recommendations.** Prior to the initiation of construction activities, the project proponent shall complete a comprehensive drainage plan, which shall be submitted to the City Engineer for approval. The comprehensive drainage plan shall consider proposed and existing facilities, their locations, grades, stormwater flows, and shall implement measures (both on-site and off-site) to ensure flows would be managed and/or directed into stormwater drainage and other stormwater management facilities, to the extent needed to minimize localized flooding, erosion, and sedimentation to the satisfaction of the City Engineer. The comprehensive drainage plan shall also include the deployment of additional stormwater management facilities and BMPs, which may include but would not be limited to swales, detention basins, infiltration basins, increased use of pervious surfaces, and other stormwater controls as warranted.

Findings: Based on the Final EIR and the entire record before the City, the City Council finds that:

Effects of Mitigation: With implementation of Mitigation Measure 3.7.1"Prepare Comprehensive Drainage Plan and Implement Recommendations", Hydrology Impact 3.7.3 is considered ***less-than-significant.***

Findings Regarding Project Alternatives

Introduction

As more fully described in Section 5.2 of the Draft EIR, the alternatives were selected in consideration of one or more of following factors:

- The extent to which the alternative would accomplish most of the basic goals and objectives of the project;
- The extent to which the alternative would avoid or lessen the identified significant and unavoidable environmental effects of the project;
- The potential feasibility of the alternative, taking into account site suitability, economic viability, and availability of infrastructure;
- Consistency with the City of Modesto General Plan and other policy or regulatory considerations;
- The requirement of the CEQA Guidelines to consider a "No-Project" alternative and to identify an "environmentally superior" alternative in addition to the no-project alternative [CEQA *Guidelines*, Section 15126.6(e)].

Project Objectives

The CEQA Guidelines [CEQA *Guidelines*, Section 15126.6 C] 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 proposed project. Thus, an evaluation of the proposed project objectives is necessary to determining which alternatives should be assessed in the EIR.

The Draft EIR lists the following objectives for the proposed project (see pages 2-5 through 2-6):

Lead Agency Objectives

The following project objectives have been identified by the City (lead agency):

Land Use Objectives

- To provide commercial services and employment opportunities on the east side of the City of Modesto.
- To provide a shopping center that is consistent with the goals and design guidelines for the City of Modesto.

- To locate a neighborhood shopping center at the intersection of two Arterial streets (Sylvan Avenue and Oakdale Road), which is consistent with Neighborhood Plan Prototype Policies provided in Section III-C(2)(d) of the Modesto Urban Area General Plan.
- To provide shopping opportunities integrated into communities with housing, schools, parks, and other facilities essential to the daily life of residents, consistent with Section III-C(3) of the Modesto Area General Plan.
- To promote development inside the existing City limits (infill development).
- To enhance the City's economic base through increased sales tax revenue.

Circulation Objectives

- To provide improvements to Oakdale Road and Sylvan Avenue in accordance with the General Plan and City Standards as Principal Arterial Streets.
- To design facilities that encourages pedestrian and bicycle use and link residential uses with commercial uses.
- To provide development consistent with the overall Circulation and Transportation Policies described in Section-IV(B)(6) of the Modesto Area General Plan:
    - (i) Promote development designed to encourage walking as an alternative mode to the automobile for transportation creating safe and convenient pedestrian facilities and connections
    - (l) Encourage non-motorized and vehicle trips within the development to be completed without the use of collector and arterial streets
    - (r) Promote connectivity, accessibility of all modes, increase choice, better public transit services, while also reducing trip length, traffic congestion and pollution
    - (u) Provide bus pullouts to support transit services

Public Facilities and Services Objectives

- To plan and provide public facilities and services with development.

Applicant Objectives

The following project objectives have been identified by the project applicant:

- To provide a state-of-the-art neighborhood shopping center that will offer needed commercial services to the underserved northeast quadrant of the City of Modesto that:
    - Is centrally located and integrates with the existing neighborhood and adjacent streets to provide a high level of vehicular and pedestrian circulation, with 360 degree exposure;
    - Provides a healthy and vibrant shopping experience via a full range of services and shopping opportunities, including a new, full-sized major grocery store;
    - Is economically viable, given current and anticipated future commercial needs in the local area; and
    - Takes advantage of existing and future traffic at a major City of Modesto intersection whose existing General Plan designation contemplates commercial uses.

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.

No Project Alternative

Findings: The No Project Alternative is described on pages 5-4 and 5-5 of the Draft EIR. The No Project Alternative is rejected as an alternative, because it would not feasibly achieve the objectives of the proposed project.

Explanation: Under the No Project Alternative, the project site would not be developed in accordance with the proposed project; however, some level of development (multi-family residential housing) could occur on the project site under existing land use designations and zoning over the long-term. Although the No Project Alternative would lessen some of the proposed project's significant impacts (e.g., air quality, climate change), it would not further the City's project objectives related to the provision of commercial services and employment opportunities on the east side of the City of Modesto; to locate a neighborhood shopping center at the intersection of two Arterial streets (Sylvan Avenue and Oakdale Road); to provide shopping opportunities integrated into communities with housing, schools, parks, and other facilities essential to the daily life of residents, consistent with Section III-C(3) of the Modesto Area General Plan; or to enhance the City's economic base through increased sales tax revenue. Implementation of the No Project Alternative would also not further the applicant's objectives.

Alternative #2 - Alternative Site Plan (No Vehicular Access from Hashem Drive)

Findings: Alternative #2 is described on pages 5-5 through 5-13 of the Draft EIR. While Alternative #2 would meet several of the project objectives, the alternative is rejected because it would not reduce any of the environmental impacts identified for the proposed project.

Explanation: Under Alternative #2, the project site would eliminate vehicular access to the project site from Hashem Drive. Additionally, the configuration of the building closest to Hashem Drive would be changed under this alternative; however, the building square footage would remain the same. Eliminating the vehicular access to the project site from Hashem Drive would not lessen or reduce any of the environmental impacts associated with the proposed project. It was expected that this alternative may lessen intersection and roadway segment impacts in the project area; however, traffic impacts would result in the same intersection impacts as those identified for the proposed project, with the same mitigation measures proposed as those identified for the proposed project, and in addition, would result in a significant unavoidable impact on the segment of Oakdale Road between Post Office Drive and LaForce Drive. Additionally, implementation of this alternative would not further the City's project objectives related to the provision of shopping opportunities integrated into communities, consistent with General Plan Policy III-C(3), and promoting connectivity and accessibility of all transportation modes, consistent with General Plan Circulation Policy IV-B(6)(r), because elimination of the driveways on Hashem Drive will force residents from the neighborhood to the west to drive further to access the shopping center.

Alternative #3 - Multi-family Residential (Develop under Current Zoning)

Findings: Alternative #3 is described on pages 5-14 and 5-16 of the Draft EIR. Similar to the No Project Alternative, this alternative is rejected, because it would not feasibly achieve the objectives of the proposed project.

Explanation: Under Alternative #3, the existing development schedule for the project site would be reinstated and multi-family residential units would be developed on the project site. Reverting to the original approvals would permit the construction of up to 371 apartments and condominium units on approximately 10 acres of the site and approximately 120 condominium or townhouse units on the remaining portions of the site. Although Alternative #3 would lessen some of the proposed project's significant impacts (e.g., air quality, climate change), it would not further the City's project objectives related to the provision of commercial services and employment opportunities on the east side of the City of Modesto; to locate a neighborhood shopping center at the intersection of two Arterial streets (Sylvan Avenue and Oakdale Road); to provide shopping opportunities integrated into communities with housing, schools, parks, and other facilities essential to the daily life of residents, consistent with Section III-C(3) of the Modesto Area General Plan; or to enhance the City's economic base through increased sales tax revenue. Implementation of Alternative #3 would also not further the applicant's objectives.

Alternative #4 - Reduced Project Size (12 Acre Commercial Development)

Findings: Alternative #4 is described on pages 5-16 and 5-20 of the Draft EIR. Alternative #4 is rejected, because it would not feasibly achieve the objectives of the proposed project.

Explanation: Under Alternative #4, the project site would be developed with both a 12-acre commercial development and 6 acres of multi-family residential development. Although Alternative #4 would slightly lessen some of the proposed project's significant impacts, it would not further the applicant's objectives related to the scope and scale of the commercial component of the project. As detailed in the attached "Additional Information For The Marketplace Provided by Project Applicant Berberian Properties" (Exhibit "A"), this is due to the increasing size of grocery stores due to the increasing variety of goods and services offered. This in turn has led to increased shopping center sizes to maintain an economically viable ratio of grocery store to other retail space within the center. A further consideration affecting the viability of a smaller center at this location is the access restrictions that would result from application of City standards to the smaller site, which would result in only two driveway accesses to the smaller shopping center (fewer driveways than any shopping center constructed in Modesto since 1959). The Council finds the Additional Information attached as Exhibit A to be credible and persuasive evidence as to the infeasibility of Alternative 4.

Alternatives Eliminated From Further Consideration

CEQA Guidelines Section 15126.6(c) requires an EIR to identify and briefly discuss any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process. Alternatives considered but withdrawn from further consideration included an offsite alternative and an office development alternative.

Findings: Both the off-site and office development alternatives are described on pages 5-2 and 5-3 of the Draft EIR. The off-site and office development alternatives are rejected, because they

would not feasibly achieve the objectives of the proposed project and would be difficult to implement given the limited number of available locations for such a project and the low market potential for similar office development land uses in the City.

Explanation: The off-site alternative was eliminated from further consideration because the number of potential locations for the proposed project (neighborhood shopping center) at a similar arterial corner location that would result in reduced impacts to significant environmental impacts (i.e., traffic/circulation, air quality, and noise impacts) is extremely limited within the City and no such alternative sites were found in the vicinity of the proposed project. Additionally, it is important to note that the project applicant has ownership of the proposed project site and does not have ownership of other offsite parcels.

The office development alternative was also considered, but eliminated from further consideration given the limited market potential (low demand for office space) for similar office-related development in the City of Modesto. Additionally, the surrounding area lacks the necessary infrastructure and supporting services (i.e., restaurants, etc., within walking distance) for new office development.

Findings on Disagreement among Experts and Recirculation

To the extent the comment letters and correspondence submitted by the public or outside agencies or organizations are considered expert opinion, the City Council finds that the assumptions, data, methodology, and analysis included in the Final EIR (not including the comment letters) prepared by the City and its Consultants, is supported by substantial evidence and was the appropriate assumption, data, methodology, and analysis to use to support the impact conclusion reached in the Final EIR.

As a result of comments received on the Draft EIR, the City has revised and recirculated for public review portions of Section 3.3 "Traffic and Circulation" and Chapter 5 "Alternatives" of the Draft EIR to address inadvertent omissions to the traffic analysis regarding City significance criteria. These omissions affected both the analysis and impact conclusions for the proposed project and Alternative #2 – Alternative Site Plan (No Vehicular Access from Hashem Drive) as originally presented in the Draft EIR. No additional changes to the Draft EIR were necessary or made as part of the recirculated Draft EIR.

The City Council further finds that the following do not change the impact conclusions reached in the Final EIR or otherwise trigger recirculation under CEQA: (1) information submitted and incorporated into the Final EIR; (2) revisions incorporated into the proposed project after release of the Recirculated Draft EIR; (3) all oral and written comments and testimony received by the City.

Statement of Overriding Considerations

Pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15093, this City Council adopts and makes the following Statement of Overriding Considerations regarding the remaining significant unavoidable impacts of the proposed project, as discussed above, and the anticipated economic, social and other benefits of the proposed project.

The City finds and determines that: (i) the majority of the significant impacts of the proposed project will be reduced to acceptable levels by the mitigation measures recommended in these Findings; (ii) the City's approval of the proposed project as proposed will result in certain significant adverse environmental effects that cannot be avoided even with the incorporation of all feasible mitigation measures into the proposed project; and (iii) there are no other feasible mitigation measures or other feasible project alternatives that would further mitigate or avoid the remaining significant environmental effects. The significant effects that have not been mitigated to a less-than-significant level and are therefore considered significant and unavoidable are:

Traffic and Circulation

Impact 3.3.1: The proposed project would potentially conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of study intersections and study roadway segments under Existing plus Project conditions.

Oakdale Road at Claratina Avenue (Intersection #2)

No Feasible Mitigation Available

Oakdale Road at Floyd Avenue (Intersection #8)

Mitigation Measure 3.3.3: Applicant to Provide Fair Share Contribution to Improvements at the Oakdale Road at Floyd Avenue Intersection. Consistent with the City's CIP program, the applicant will provide a fair share contribution to the installation of a southbound right turn lane at the Oakdale Road at Floyd Avenue Intersection and the installation of a third northbound through lane north of the intersection.

Oakdale Road between Mable Avenue and Sylvan Avenue (Segment #3)

No Feasible Mitigation Available

Impact 3.3.5: The proposed project would potentially conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of study intersections and study roadway segments under Cumulative plus Project conditions.

Oakdale Road at Mable Avenue (Intersection #3)

No Feasible Mitigation Available

Oakdale Road at Sylvan Avenue (Intersection #4)

Mitigation Measure 3.3.5a: City to Monitor and Install Overlap Phase for the Westbound Right Turn Lane for the Oakdale Road at Sylvan Avenue Intersection. The City will monitor operations at the intersection and add an overlap phase when deemed necessary by the City Traffic Engineer.

Oakdale Road at La Force Drive (Intersection #6)

Mitigation Measure 3.3.1: Applicant to Provide Fair Share Contribution to Improvements at the La Force Drive at Oakdale Road Intersection, as more fully described above under Impact 3.3.1.

Oakdale Road at Floyd Avenue (Intersection #8)

No Feasible Mitigation Available

Coffee Road at Sylvan Avenue (Intersection #10)

No Feasible Mitigation Available

Oakdale Road between Post Office Drive and La Force Drive (Segment #4)

No Feasible Mitigation Available

Oakdale Road between Hashem Drive and Floyd Avenue (Segment #5)

No Feasible Mitigation Available

Sylvan Avenue between Oakdale Road and Wood Sorrel Drive (Segment #10)

No Feasible Mitigation Available

Air Quality

Impact 3.4.2: Operation of the project would generate emissions of criteria air pollutants that could contribute to existing nonattainment conditions and degrade air quality.

Impact 3.4.5: Construction and operation of the project would result in a cumulatively considerable increase of criteria pollutant emissions.

Climate Change

Impact 3.5.1: The project would conflict with implementation of state goals for reducing greenhouse gas emissions and thereby have a negative effect on global climate change.

The following statement identifies the reasons why, in the City's judgment, the benefits of the proposed project outweigh the significant and unavoidable effects. The substantial evidence supporting the enumerated benefits of the proposed project can be found in the proposed project itself and in the record of proceedings. Each of the overriding considerations set forth below constitutes a separate and independent ground for finding that the benefits of the proposed project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval.

The City finds that the proposed project, as conditionally approved, would have the following economic, social, technological, and environmental benefits:

- **Economic Development and Job Creation.** The proposed project provides for commercial development that will serve local neighborhoods, will be located along or near regional transportation corridors, and will create job opportunities for area residents.
- **Public Revenues.** The proposed project provides for new commercial development opportunities on the east side of Modesto, which in turn will enhance the City's economic base through increased property and sales tax revenue.
- **Transportation Improvements.** The proposed project will provide for transportation improvements to Oakdale Road and Sylvan Avenue in accordance with the General Plan and City Standards. In addition the project would provide needed bus transit improvements.
- The project will advance the following General Plan Policies:
    - Section II(B)(1)(a)(2)Maintain and expand the City as a regional center for financial services, medical services, shopping, entertainment, and education.
    - Section IV(B)(6):
        - (i) Promote development designed to encourage walking as an alternative mode to the automobile for transportation creating safe and convenient pedestrian facilities and connections.
        - (l) Encourage non-motorized and vehicle trips within the development to be completed without the use of collector and arterials streets.
        - (r) Promote connectivity, accessibility of all modes, increase choice, better public transit services, while also reducing trip length, traffic congestion and pollution.
        - (u) Bus pullouts are to be added to new developments to support transit passenger loading and unloading.

Exhibit "A"

Additional Information For The Marketplace Provided by Project Applicant Berberian Properties

Additional Information For The Marketplace Provided by Project Applicant Berberian Properties

Project Overview

The proposed project ("The Marketplace" or "the project") provides for the development of a 16.88 net acre grocery anchored shopping center at the southwest corner of Sylvan Avenue and Oakdale Road (the "Site"). Berberian Properties (Berberian), the project developer, is a broad based real estate and land development company. Over the last 30 plus years, Berberian has acquired, developed, and/or managed numerous residential, office and retail properties. Berberian's leasing agent is Cosol Commercial Real Estate (Cosol), who also has over 30 years of retail leasing experience.

Berberian and Cosol's experience translates to a deep understanding and knowledge of tenant demands and requirements for grocery anchored shopping centers. Successful shopping center development takes into consideration location, traffic, need, and tenant availability. The attraction of the grocery anchor to a site is based on the anchor tenant's need, and their desire to be in the center, as designed. An anchor tenant looks for a synergistic land use mix and a circulation pattern that allows customers to easily flow between the buildings and tenants in the center.

Based on Berberian and Cosol's experience and market knowledge, Berberian acquired the Site and intends to develop The Marketplace, a grocery anchored shopping center. Berberian acquired the available 18 gross acres at the southeast corner of Sylvan Avenue and Oakdale Road, which will allow the development of about 16.9 net acres with 169,995 square feet of retail uses. A copy of the proposed Site Plan for The Marketplace is attached hereto as Exhibit A.

As part of the City's consideration of The Marketplace project, there has been discussion regarding the prior shopping center approvals (from 1981 and 1987) at this same location. The 1987 approval has been included as a CEQA level alternative in The Marketplace environmental impact report (EIR) and is identified as Alternative 4. A copy of Alternative 4 from the EIR is attached hereto as Exhibit B. Some neighbors to the project have stated they prefer a smaller commercial project, more in keeping with the 1987 approval. Alternative 4 (the 1987 project) was for a 12 gross acre center, measured to the center of the surrounding streets. Associated Engineering, the project engineers, have confirmed that after roadway dedication and construction, the net developable acreage for Alternative 4 is around nine (9) acres. Alternative 4 provides for approximately 83,000 square foot of retail space. Under Alternative 4, the remainder of the project area, would be developed as apartments or condominiums consistent with the original approvals for the Naraghi Lakes development. The following discussion will address the prior (1987) commercial approval and explain why it is problematic, given the economic realities of shopping center development in 2013.

Project Size

In the 1960s, 70s, and even into the 1980s, a typical grocery anchored shopping center was usually under ten (10) net acres in size. Since 1988, almost every approved grocery anchored shopping center has exceeded ten (10) acres in size. Why this change? In the 1960s and 1970s, it was common for grocery stores to be constructed at a size of around 25,000 to 35,000 acre square feet. In the 1980s and 90s, this size increased to around 35,000 to 45,000 square feet. Today, modern grocery stores are constructed at around 50,000 square feet and larger. Exhibit C attached hereto is an inventory of twenty (20) grocery anchored shopping centers approved and constructed in Modesto since 1959. Exhibit D provides an aerial photo of each center and identifies their driveway locations and capacities. The list does not include major regional shopping centers, such as Northpointe, where the grocery store is an ancillary use (that is, it is not the anchor), but for reference, the new Save Mart store constructed in 2010 at Northpointe was 57,648 square feet in size. The Exhibit C inventory covers most, if not all, traditional grocery anchored shopping centers constructed in Modesto over the last 50 years.

Grocery anchored shopping centers approved and constructed in the last 25 years (since 1988) have generally exceeded ten (10) net acres in size, with the exception of the Modesto Marketplace Center on Paradise Avenue at (9.62 acres). Most of the recent expansion in shopping center size over this period has to do with the increase in the size of grocery stores. Grocery stores constructed over the last twelve (12) years have averaged over 55,000 square feet in size. The new modern grocery store includes not only groceries, sundries, and produce and meat departments, but it is also likely to include a pharmacy, possibly a bank, an expanded wine and spirits section, an organic section, and maybe even a coffee shop. A grocery store does substantially more today than it did even 20 or 30 years ago, and its size has expanded to accommodate this reality.

As the size of a traditional grocery store has nearly doubled over the last 50 years, so has the grocer's expectation and requirements for parking. City parking standards for a 55,000 square foot grocery store would require 183 spaces, yet today's grocer expects and demands on the order of 200 to 250 dedicated parking spaces for their use alone. As such, and as is evidenced by parcels maps recorded with the most recent shopping centers, a modern grocery store and its required parking can consume up to 5 acres of a commercial site. The last three (3) new grocery stores constructed in Modesto, sit on parcels of 5.01, 5.835 and 5.19 acres. Copies of the Assessor's maps evidencing this are attached as Exhibit E.

Alternative 4 in The Marketplace EIR shows a grocery store in keeping with the grocery store model (32,500 square feet in size) from over 25 years ago. In leasing discussions, no grocery tenant has been willing to consider such a store. No new store of this size has been constructed in Modesto since 1987. In fact, the grocery store constructed in The Lakes shopping center, the same year as the approval of Alternative 4, was 34,020 square feet. So, for over 25 years, no new grocery store of the size proposed in Alternative 4 has been constructed.

Major grocery store tenants who would consider the site are known to be constructing new stores with the larger footprint model discussed above (50,000 square feet or larger) and will need to occupy at least 5 acres of the site with the store, its service areas and parking. As discussed previously, in leasing discussions, Berberian and Cosol have determined that a tenant of the size shown in Alternative 4 is not available for the site, and if Alternative 4 were approved today, 25 years after its initial approval, it would still suffer the same fate. It is likely not economically viable, and would not be constructed.

Use Synergy

As discussed previously, Alternative 4 shows a grocery store at 32,500 square feet. Today, modern grocery stores are on the order of 50,000 square feet or larger. If a modern grocery store was to be constructed on the nine (9) net acre Alternative 4 site, the store and its parking demands will consume at least five (5) acres of the site. Placing such a use on the Alternative 4 site would result in a majority of the center being taken up by the major tenant (the grocery). This design would leave little room for additional retail space, that is, the shop and pad buildings. Shops and pad buildings are the bread and butter of a shopping center, and are needed for a center to be viable and healthy.

There is a synergy in a well designed and laid out shopping center. A grocery anchored shopping center will consist of a grocery store and a number of shop or pad buildings. A grocery anchored shopping center is designed and constructed to serve the daily needs of the neighborhood, and in these shop or pad buildings you could find a bank, fast food, drugstore, smaller variety stores, a dry cleaner, small inline restaurants and freestanding pad restaurants.

Traditional grocery anchored shopping center design results in a use mix such that the grocery store is the largest single use in the center, and will typically occupy somewhere in the range of between 25 to 50 percent of the total retail space. Most of the grocery anchored shopping centers inventoried on Exhibit C meet this criteria. A grocery store succeeds when there are enough shop and pad buildings to attract customers to the site. At the same time, the shop and pad buildings feed off of the grocery store.

Alternative 4 includes a grocery store that does not meet the current industry standard. Expanding the grocery store size to meet the modern grocery standards and parking requirements would result in a remaining area for shop and pad buildings of less than four (4) acres, and result in an anchor tenant to shop/pad mix substantially below the standard of what would be acceptable to either the retail market or the grocery anchor. A modern grocery store on the Alternative 4 site could easily take up over half of the site.

As Alternative 4 does not provide adequate area to create the appropriate mix of shop and pad building and uses, relative to the grocery tenant. This design is not viable unless a small independent grocer or specialty grocer shows interest in the site. The materialization of such a tenant has not been the case since the original commercial

approvals in 1981 or 1987. Berberian and Cosol have spoke to numerous prospective grocery tenants, including a number of independent and specialty grocers currently serving the Modesto area, and none of them were interested in developing a store of this size.

Service Area

Grocery anchored shopping centers serve surrounding residential uses for about a one (1) to two (2) mile radius. These centers are generally located at the intersection of one (1) and preferably two (2) major arterial roadways. Grocery anchored shopping centers are generally constructed when there is a critical mass of housing units and 360 degree exposure. This 360 degree exposure to customers will need to be either in place, or planned. It is not uncommon for grocery anchored shopping centers to struggle when located on urban edges (without 360 degree exposure). The Dry Creek Meadows shopping center at the northwest corner of Claus Road and Yosemite Avenue is an example of such a center. An aerial of this center can be viewed in Exhibit D. While this center has been in place for about eighteen (18) years and had a reasonable grocery to shop/pad mix, today about 45% of the center remains undeveloped.

Berberian has determined that there is a market need in the area for The Marketplace project, and tenant interest supports this conclusion. In the vicinity of The Marketplace project, a number of older grocery stores have repositioned or closed. This includes the closure of a Richland market, two (2) Save Mart stores and a Raley's. This fact has resulted in less shopping opportunities on the northeast side of town, and creates a market demand in this area that can only be met from a couple of possible locations.

One location that was considered for the project is at the southwest corner of Claratina Avenue and Oakdale Road. About 14 acres in the North Beyer Park Specific Plan (see a copy of the land use plan, attachedas Exhibit F) was zoned Mixed Use, and would have allowed development of the property for single family or multi-family residential uses, office uses or retail uses. The issues associated with this site included (i) the fact that it was at the northern edge of the city, so it would be a long time until 360 degree residential exposure would exist, (ii) the City position that access to the Claratina Expressway would be limited, and (iii) the property was owned by a residential developer who was proceeding with residential development on the site. Tentative maps have now been approved for the site, improvement plans submitted, and it is expected that a residential subdivision will be constructed on this property in the next year or two. As such, the site was unavailable for The Marketplace.

In the vicinity of the project, there are also two (2) planned commercial sites in the Tivoli Specific Plan area. Neither of these sites currently have infrastructure available, and prior to development, major infrastructure -- including a sewer lift station and a new domestic water well -- are needed. As with the site in the North Beyer Park Specific Plan, the properties are also near the northern edge of the city. More importantly, the Tivoli Specific Plan has identified these areas for regional and community commercial

development. A copy of the Tivoli land use plan is attached as Exhibit G. These properties are expected to develop when major anchors materialize. A grocery store in such a center would be an ancillary use, similar to the Northpointe shopping center (a Costco/Lowes anchored center), or the Crossroads shopping center in Riverbank (a Target/Home Depot anchored center).

The Tivoli Specific Plan does include a neighborhood commercial site at the southwest corner of Claratina Avenue and Roselle Avenue. This is on the far northeastern edge of the city. This future center is also in phase 2 of the Tivoli Specific Plan, and will serve not only Tivoli residents, but the future growth expected to occur north and east of this location. As that growth materializes, this will likely be the next location for a grocery anchored shopping center in the area, but that growth is expected to occur over a ten (10) to fifteen (15) year period, and the small eight (8) acre site will likely need to be expanded along Roselle to encompass more land, to provide adequate area for development and access opportunities.

The Marketplace site was chosen because improvements are in place and it can readily be developed. The site also has been approved twice in the past for a commercial shopping center. There is currently substantial residential development in three (3) of the four (4) directions from the project site. The fourth undeveloped corner of the site is in the direction of the Tivoli Specific Plan area, so the project has, or will soon have, 360 degree residential exposure.

As shown in Exhibit H, The Marketplace project site is more centrally located than the other sites discussed previously. About a mile and a half north of this site, in the city of Riverbank (Crossroads) is an existing Save Mart grocery store. About a mile and a quarter east and south of this site is the Village One Plaza Raley's store and a little over two (2) miles south of the site is the Scenic Place Save Mart. There is also an over 25 year old Save Mart in The Lakes shopping center about ½ mile south of the site. History show this store will likely soon reposition or close. To the west, there are no grocery stores within about two (2) miles of the project site until McHenry Avenue. The Marketplace location is in an underserved area, and tenants have realized, as has Berberian and its leasing agent, that The Marketplace shopping center site is the best location to construct a new grocery anchored shopping center.

Access Issues

Circulation (ease of access) is also a critical component for a successful shopping center. Alternative 4 as proposed has substandard frontage on both Sylvan Avenue and Oakdale Road, and although it was approved, it was never constructed. The Lakes shopping center, also approved in 1987, is more rectangular in shape, and was allowed full access to all three adjacent streets, including Hashem Drive. Alternative 4 only proposes access to Sylvan Avenue and Oakdale Road, and these access locations are close to the major intersection of Oakdale Road and Sylvan Avenue, which can make them difficult to use. Driveways close to major intersections such as Oakdale Road and Sylvan Avenue, which

are both now planned as six-lane major arterials, will result in left turn delays for patrons leaving the site, assuming left turns will even be permitted. At the time of the original 1987 approval of Alternative 4, both of the roadways were only planned to be 4-lane roadways.

As part of the planning and design of The Marketplace project, substantial discussion occurred with the City regarding its standards and requirements for access to Oakdale Road and Sylvan Avenue. As part of these discussions, it has become clear that to develop this property, either as The Marketplace project or Alternative 4, only right-in/right-out access will be allowed to Sylvan Avenue. Regarding Oakdale Road access, the Alternative 4 access drove closest to Sylvan Avenue will not be allowed. The Marketplace project requested such a driveway, and the City still stated it would not be permitted. Instead, at this location the City has planned a bus turnout.

Alternative 4 also shows a full service driveway to Oakdale Road just north of the intersection of Oakdale Road and Post Office Drive. This driveway would not be allowed as currently designed due to the short intersection offset with Post Office Drive, but could be relocated slightly south to be directly across from Post Office Drive to provide a full driveway access to the project site, as is proposed with The Marketplace.

Based on current City standards, Alternative 4 will be limited to two (2) driveways serving the site. This would be a right-in/right-out access to Sylvan Avenue, and a full access driveway to Oakdale Road aligned with Post Office Drive. Exhibit C includes a detailed analysis of the driveways serving the twenty (20) inventoried centers. Alternative 4, if developed, would have fewer driveways than any shopping center constructed in Modesto since 1959. It would be served by only two (2) driveways (one (1) full service driveway to Oakdale Road and one (1) right-in/right-out access to Sylvan Avenue). The average for the twenty (20) inventoried centers is five (5) driveways. The only developed centers with such limited access are the Shops at Lincoln School and Dry Creek Meadows, and each of these centers has three (3) driveways. Eighteen (18) years after the commencement of construction at Dry Creek Meadows, 45% of the building/shops/pads have not been constructed, and difficulty of access is one of the contributing factors (in addition to the center being on an urban edge).

Access is a critical component to the success of shopping centers, and Exhibit C also identifies that most grocery anchored shopping centers have three (3) or four (4) full access drives. Alternative 4 would only provide one, and that level of access for the center as designed likely will not be successful. The Marketplace has balanced the access issues to come up with an appropriate amount of access. The Marketplace has four (4) driveways, two (2) of these driveways allow full access, one (1) driveway allows three (3) turning movements, and one (1) is a right-in/right-out driveway. While one (1) more customer driveway would be ideal, The Marketplace was able to remedy this concern by proposing, and being permitted to have, a traffic signal constructed at the Post Office Drive/Oakdale Road intersection. This traffic signal will make this access entry point work much more efficiently, and increase its capacity in getting traffic onto and off of the site.

The Alternative 4 site plan is too small to allow construction of a modern grocery and still provide adequate and acceptable access.

Urban Decay and Blight

There has also been discussion that The Marketplace shopping center may create urban decay or ("blight"). This discussion was based on a concern that the current Save Mart grocery store (constructed in 1987) in The Lakes shopping center may relocate to The Marketplace site. That is a possibility. However, a vacant store-front is not itself urban decay. A blighted center would be a center with vacant spaces, boarded up windows or shattered store fronts, graffiti, decaying pavement with weeds growing up through the pavement, pest issues, crime or other such items. A fully boarded up center that has fallen into disrepair could result in such issues.

To evaluate whether The Marketplace could cause such impacts, the history of grocery anchored shopping centers in Modesto is telling. Exhibit I provides more detail about the centers inventoried in Exhibit C. Of the twenty (20) inventoried centers, all three (3) grocery anchors constructed since 2000 remain in place. Of the seventeen (17) centers constructed before 2000, only three still retain the initial grocery anchor. In the fourteen (14) centers from before 2000 where the original grocery anchors have closed or repositioned, the spaces have generally been occupied by new tenants. There are four (4) currently vacant grocery anchor spaces are at Coffee Plaza, Wood Colony Plaza, Century Center, and the Shops at Lincoln School.

Exhibit I shows that it is common for the original grocery store tenant to move from a center around 20 to 25 years after construction. What is also shown is that these spaces re-tenant.

The foregoing shows that it is not uncommon for a grocery anchor to reposition. It also shows that there are periods of time when centers have vacant spaces while they work to re-tenant. In almost every instance, the vacant space is filled again. Finally, and most importantly, not one of these centers evidenced or caused urban decay. None of these centers are boarded up, there are tenants in other spaces, they are not covered with graffiti, weeds are not growing up through the pavement, and they do not have infestations of pests. The owners of these centers continue to maintain their projects, so that they can retain current tenants, and work to attract new tenants.

Based upon all the foregoing, and based on upon the historical evidence presented in Exhibits C and I, regarding the approval, development, repositioning and recycling of existing centers in Modesto, there is no evidence that the relocation of grocery store from one grocery anchored shopping center to another would, or has ever, caused urban decay.

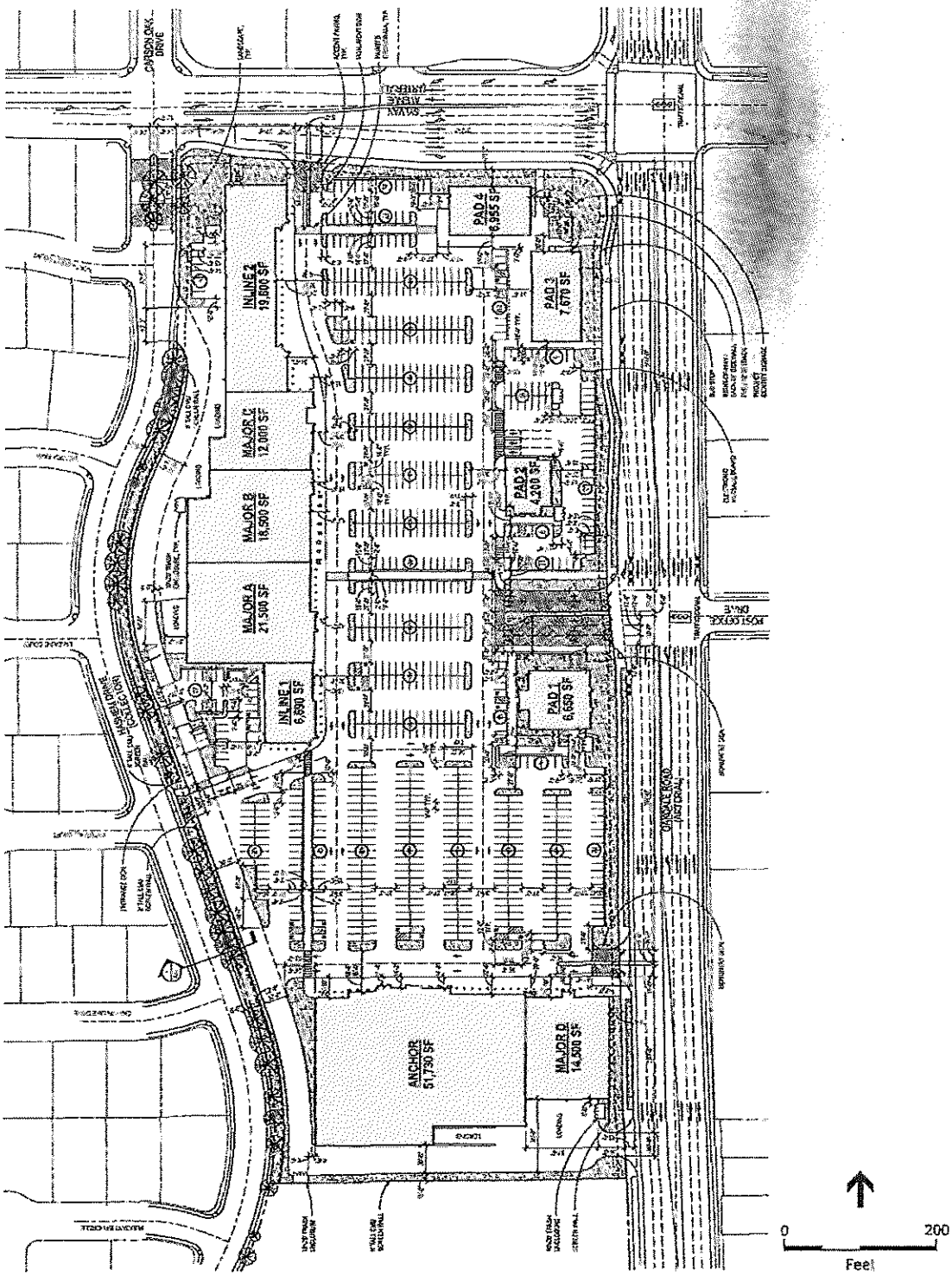
Conclusion

Alternative 4 was designed for a grocery anchored shopping center in keeping with the method of shopping center construction over 25 years ago. At that time the City may have allowed access to the site from three (3) driveways, but that would no longer be the case. Even then, the design and size of Alternative 4 did not meet with market acceptance. Now, grocery stores and shopping centers have expanded in size to meet market demand. Alternative 4 is a highly problematic design for a grocery anchored shopping center for many reasons, including (i) it shows a grocery store which limits current tenant options, (ii) even if a full sized grocery store and parking area was constructed on the site, such a store would result in something approximating a freestanding grocery store project (an inadequate anchor/shop/pad mix), and (iii) Alternative 4 is too close to the intersection (each side is too short) to allow adequate access to the project site.

The Marketplace project solves these problems by developing additional frontage along Oakdale Road to meet the project objectives. These objectives include good project circulation, access to and from major roadways, a viable tenant mix, and a high likelihood of project acceptance and viability.

Exhibit A

The Marketplace
Site Plan



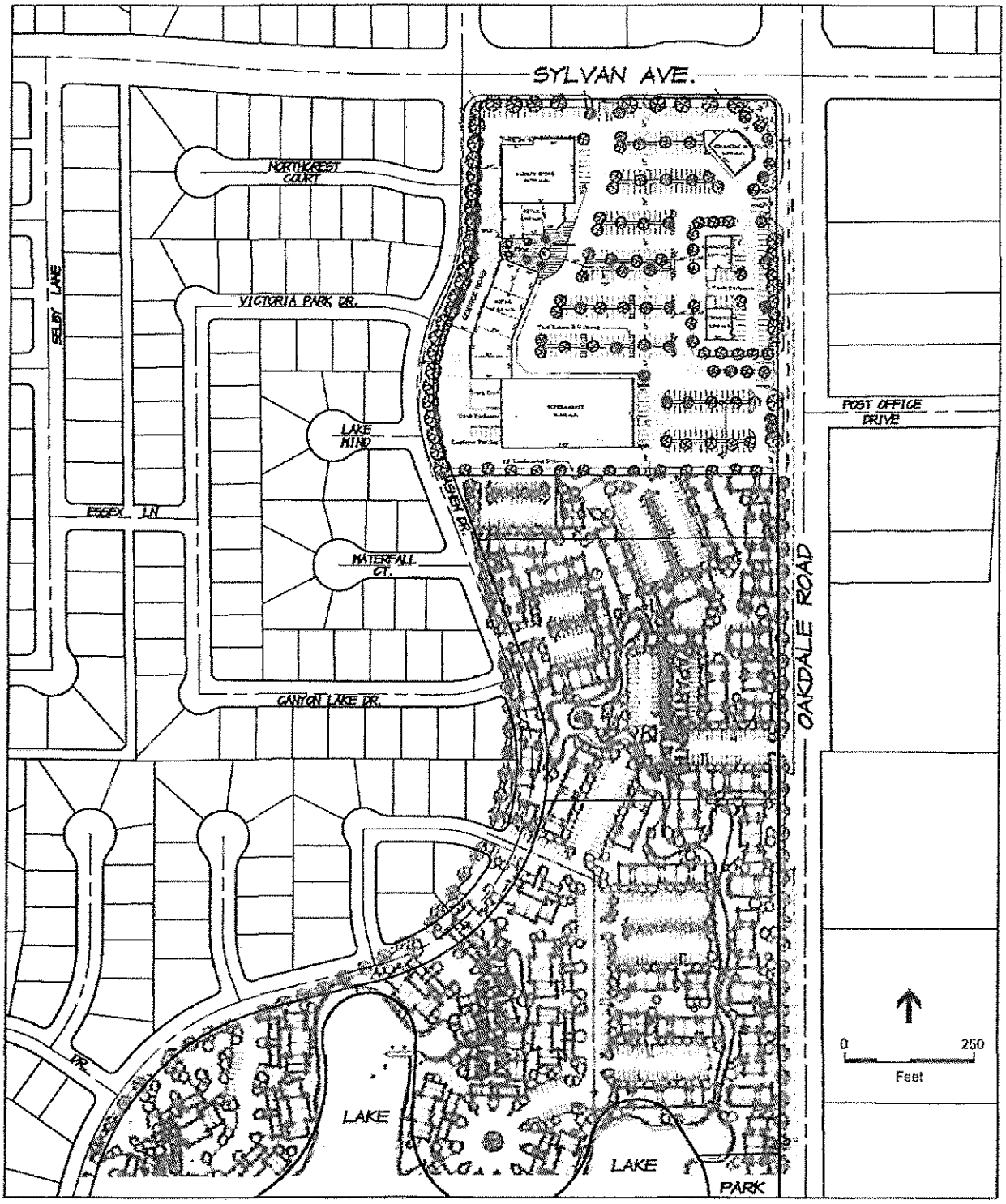
SOURCE: MBH, 2013; and ESA, 2013

Marketplace Shopping Center EIR . 120993

Figure 2-3
Project Site Plan

Exhibit B

Alternative 4
Site Plan



SOURCE: Associated Engineering Group, 2013; and ESA, 2013

Marketplace Shopping Center EIR . 120993

Figure 5-3
Alternative No. 4

Exhibit C

Inventory of Existing
Grocery Anchored
Shopping Centers
(Still in Service)

1959-2012

Existing Center/Name	Initial Date of Construction[1]	Site Area	Total Building Area (sf)	Grocery Size (sf)	Grocery % of Area	Shops & Pads (sf)	Shops & Pads % of Area	Driveways/ movements[2/3] (4/3/2/1)	Total Driveway/ Movements[4]	Collector Access
Gregory Gardens*[5]	1959	6.7 Acres	89,945	18,090	20%	71,855	80%	6/0/2/0	8/28	Y(1)
Roseburg Square*[5]	1961	6.13 Acres	96,414	30,750	32%	65,664	68%	4/0/0/0	4/16	Y(1)
Scenic & Oakdale*	1969	3.48 Acres	52,067	18,670	36%	33,397	64%	3/0/3/0	6/18	Y(1)
Coffee Plaza*	1969	6.3 Acres	74,502	26,360	35%	48,142	65%	5/0/3/0	8/26	Y(1)
Walmart Neighborhood Market*[5]	1972	6.23 Acres	71,948	34,700	48%	37,248	52%	5/0/2/0	7/24	N
Oakmore Plaza*	1976	6.66 Acres	71,303	22,500	32%	48,803	68%	3/0/0/0	6/12	Y(1)
Tully Manor	1978	8.1 Acres	97,272	44,078	45%	53,194	55%	4/0/1/1	6/19	N
Century Center*	1979	17.87 Acres	215,284	35,000	16%	180,284	84%	4/0/1/0	5/18	Y(1)
City Gate*	1981	11.6 Acres	117,652	30,000	25%	87,652	75%	5/1/0/0	6/23	N
Sylvan Square*	1982	8.2 Acres	93,210	27,825	30%	65,385	70%	5/0/0/0	5/20	Y(2)
The Lakes	1987	9 Acres	98,155	34,020	35%	64,135	65%	4/0/2/0	6/20	Y(2)
Standiford Square	1987	10.22 Acres	112,579	32,400	29%	80,179	71%	2/1/2/0	5/15	N
Shops @ Lincoln School*	1988	5.65 Acres	84,113	44,280	53%	39,833	47%	2/0/1/0	3/10	Y(1)
Crossroads*	1991	15.27 Acres	151,922	38,000	25%	113,922	75%	6/0/1/0	7/26	Y(2)
Wood Colony Plaza*	1991	13.76 Acres	171,171	45,121	26%	126,050	74%	4/0/2/0	6/20	N
Dry Creek Meadows*[6]	1995	11.25 Acres	58,371	42,231	38%	69,915	62%	1/0/1/1	3/7	Y(1)
Paradise Center*	1998	9.62 Acres	86,451	34,698	40%	51,753	60%	5/0/0/0	5/20	Y(2)
Scenic Place	2001	13.5 Acres	142,186	57,360	40%	84,826	60%	4/0/1/0	5/18	N
O'Brien's Marketplace[5]	2002	10.07 Acres	106,596	49,000 [7]	46%	57,596	54%	3/0/1/0	4/11	Y(1)
Village One Plaza	2007	10.64 Acres	107,768	65,978	61%	41,790	39%	3/0/1/0	4/14	N
				Average	35.6%		64.4%	4/0/1/0	5/18	13Y/7N
Project/Alternative 4 Comparison										
The Marketplace		**16.88 ACRES**	**169,995**	**51,730**	**30%**	**118,265**	**70%**	**2/1/1/0**	**4/13**	**Y(1)**
Alternative 4		*9 ACRES*	*83,000*	*32,500*	*39%*	*50,500*	*61%*	*1/0/1/0*	2/6	N
Alternative 4[8]		9 Acres	83,000	51,730	62%	31,270	38%	1/0/1/0	2/6	N

*All the original stores in these centers have moved.

Notes:

[1]Date of first major construction at the Center.

[2]The 4 driveway movements are Right-In/Right-Out/Left-In/Left-Out. At a "4" Driveway, all movements are allowed. At a "3" Driveway, 3 of these movements are allowed, and so on.

[3]Does not include drives that provide exclusive access for service vehicles.

[4]Total # of driveways customers can use to access the site/Total # of comulative allowed movements at all driveways.

[5]Estimated square footage of grocery.

[6]This Center is only about 55% developed. One (1) major site and two (2) pads remain undeveloped 18 years after initial construction. Original approval 112,146 sq.ft.

[7]Deducts approximate area of At Home Store which is part of the larger building.

[8]Alternative 4 square feet breakdown if a modern grocery (51,730 sf) were constructed at the site.

Exhibit D

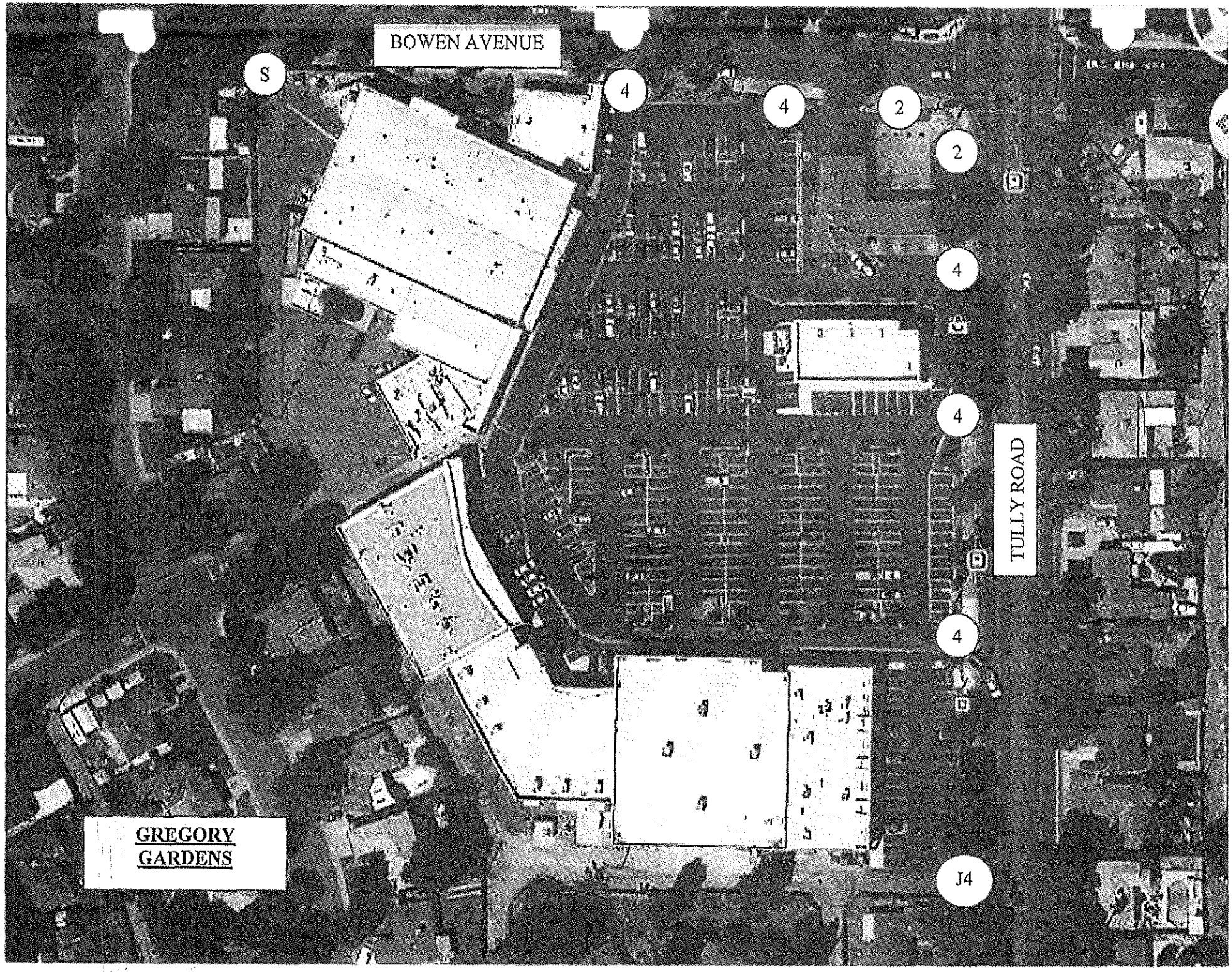
Maps of Centers Inventoried in Exhibit C

Notes:

1. (4) Numbered circles denote a driveway and the number of allowable turning movements.

2. (S) Denotes a Service Only driveway.

3. (J4) Denotes a Joint driveway (service and center access) with the number of allowable turning movements.


BOWEN AVENUE
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TULLY ROAD
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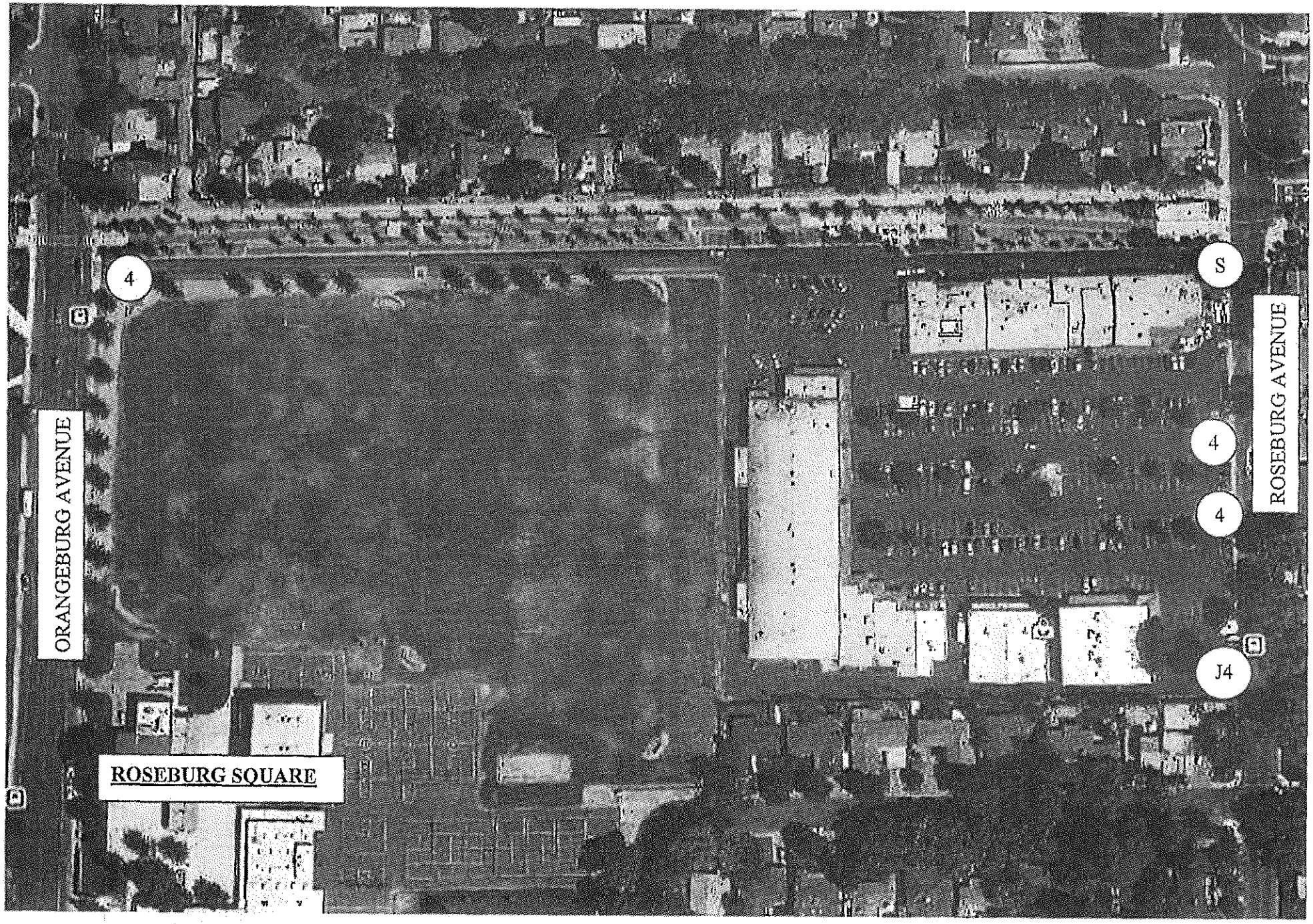
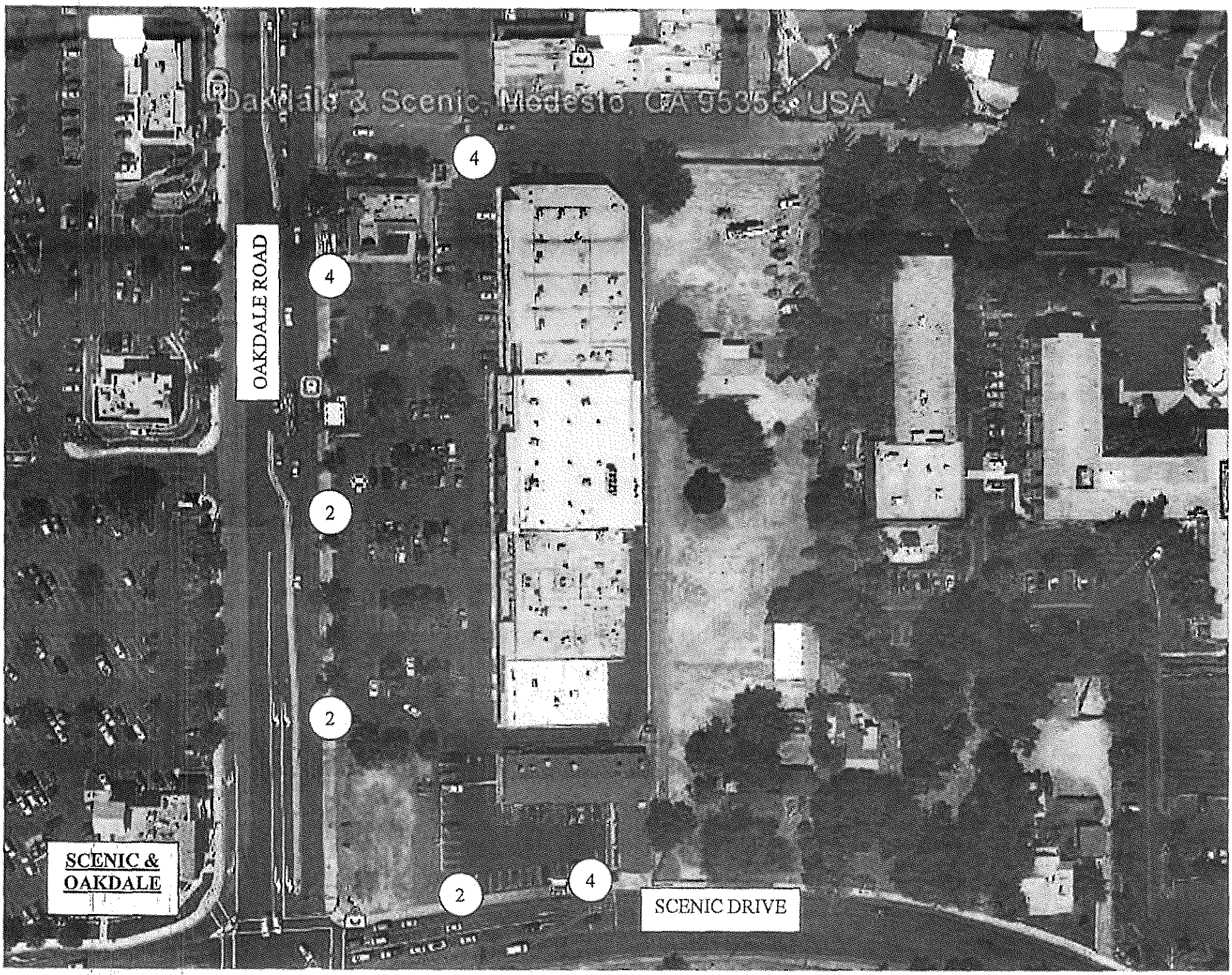
J4
GREGORY
GARDENS


4
S
ROSEBURG AVENUE
4
4
ORANGEBURG AVENUE
J4
ROSEBURG SQUARE


Oakdale & Scenic, Modesto, CA 95355, USA
OAKDALE ROAD
SCENIC DRIVE
SCENIC &
OAKDALE
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2
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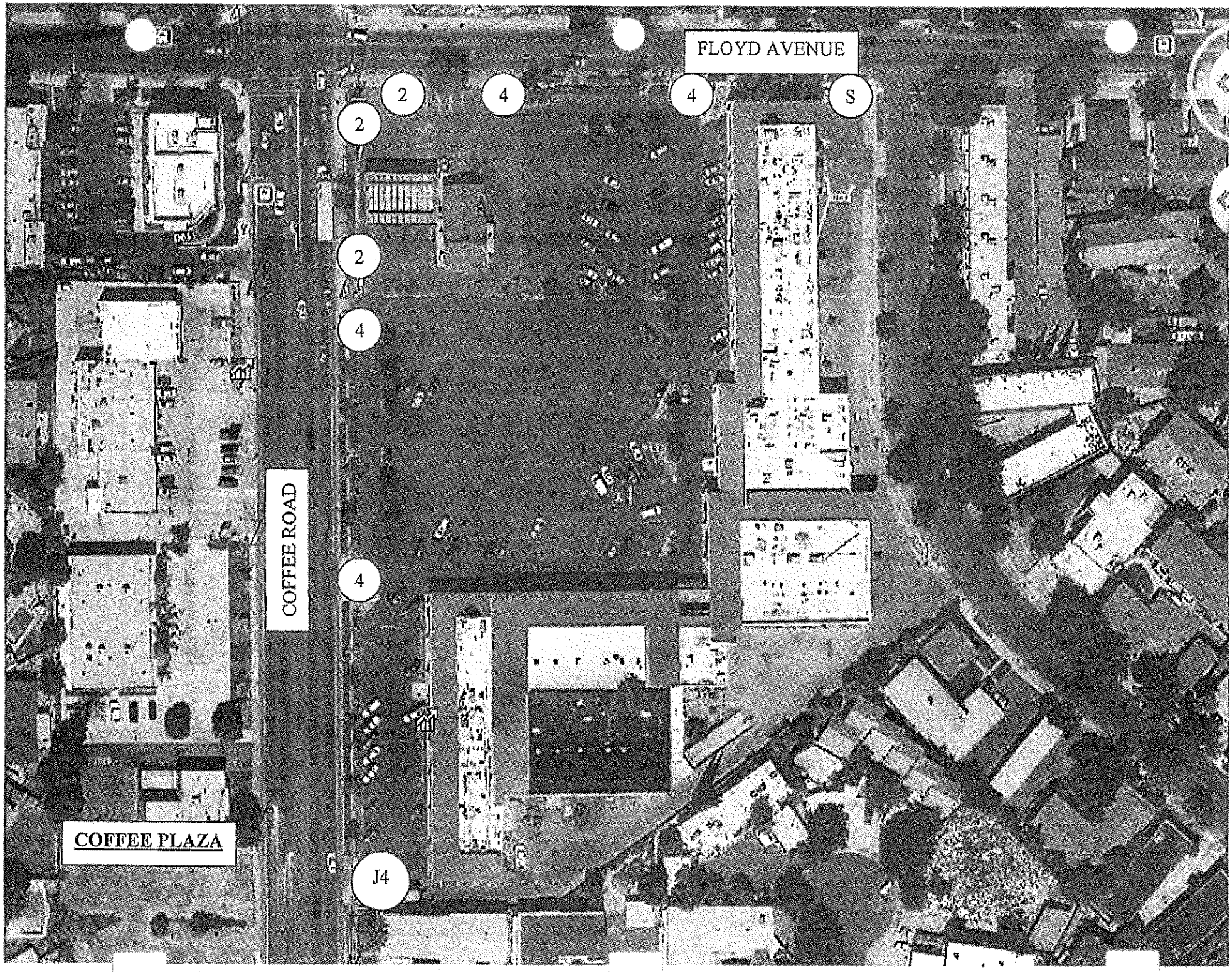
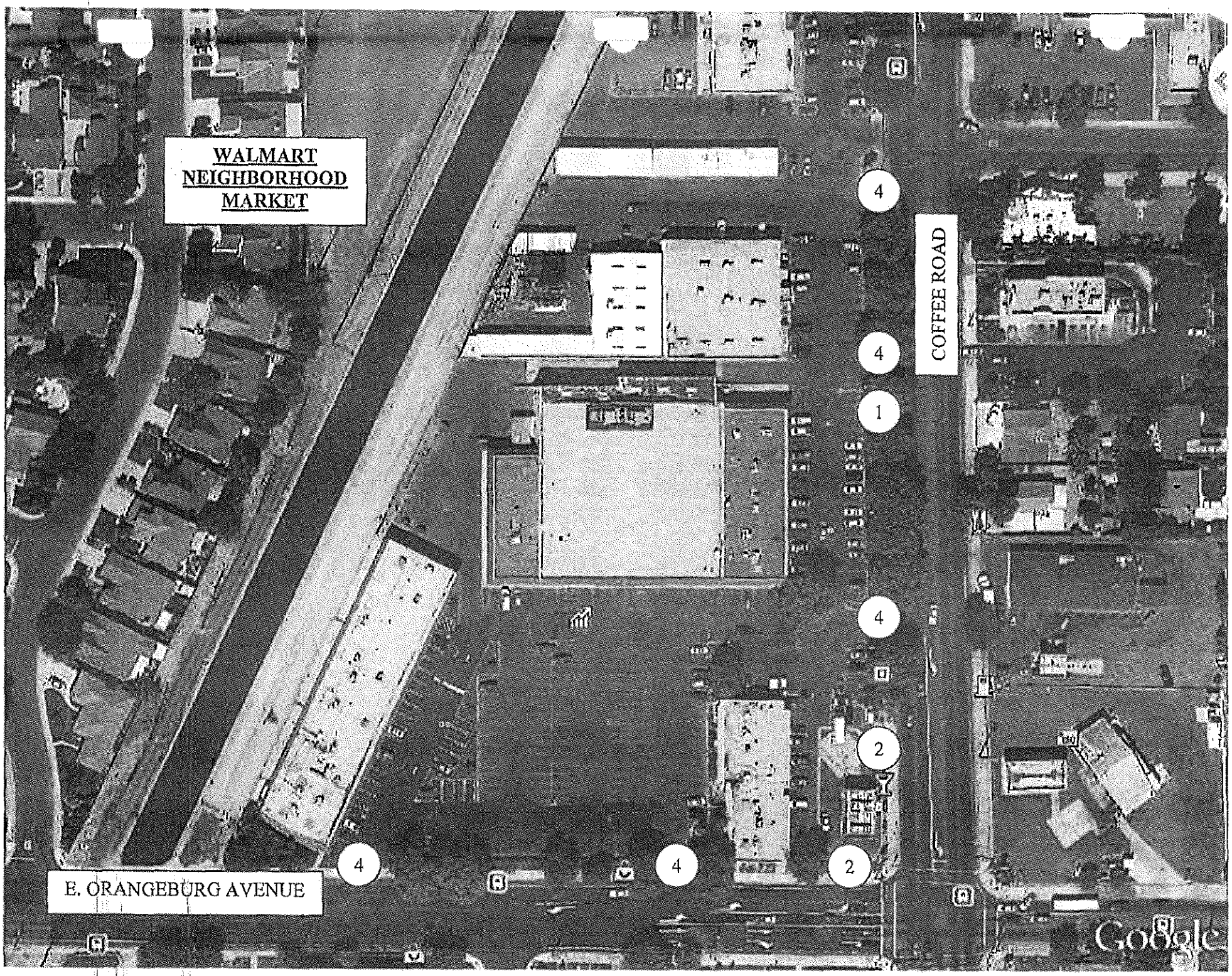
2
4


FLOYD AVENUE
2
4
4
S
2
2
4
COFFEE ROAD
4
COFFEE PLAZA
J4


WALMART
NEIGHBORHOOD
MARKET
COFFEE ROAD
E. ORANGEBURG AVENUE
4
4
1
4
2
4
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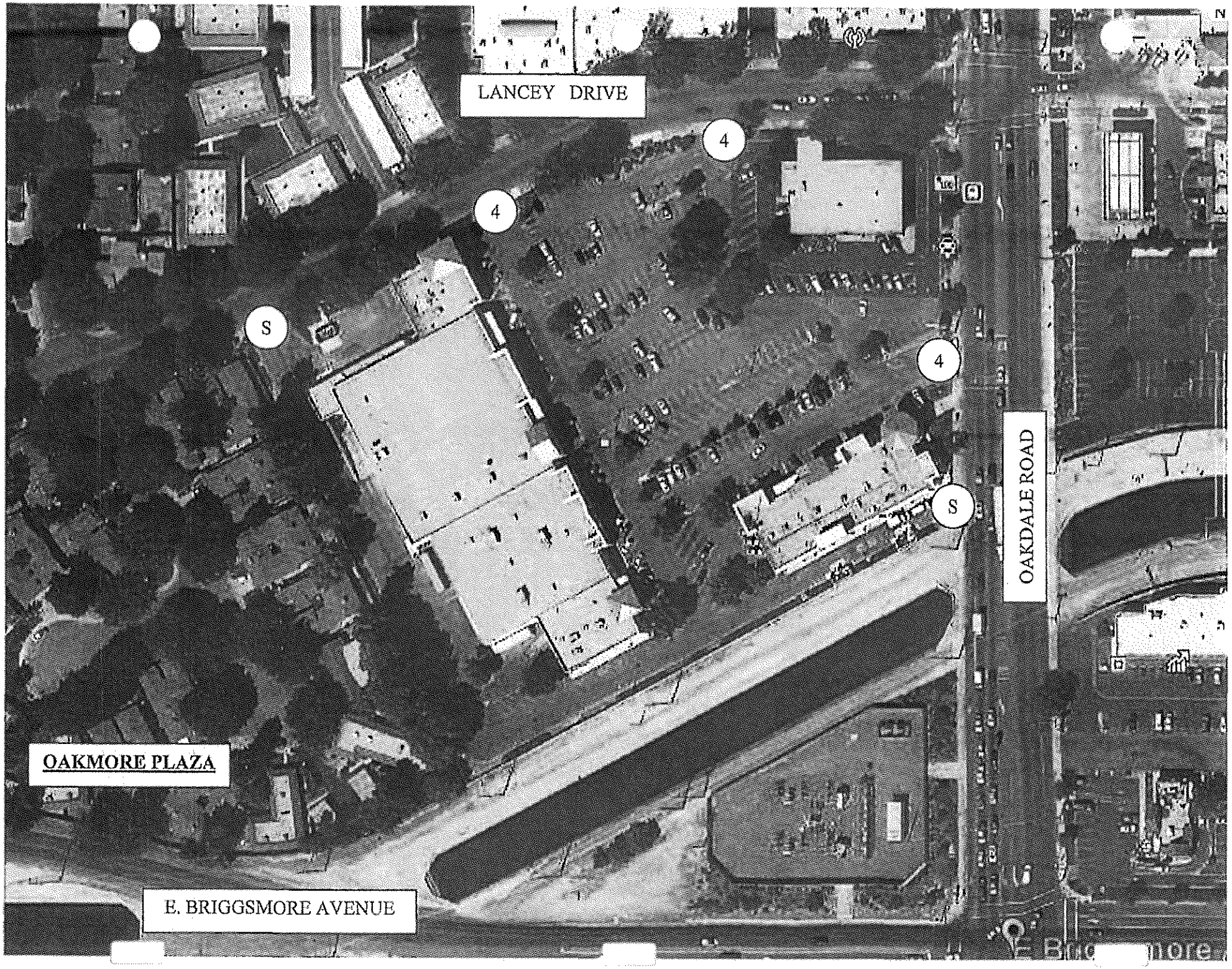
2
Google


LANCEY DRIVE
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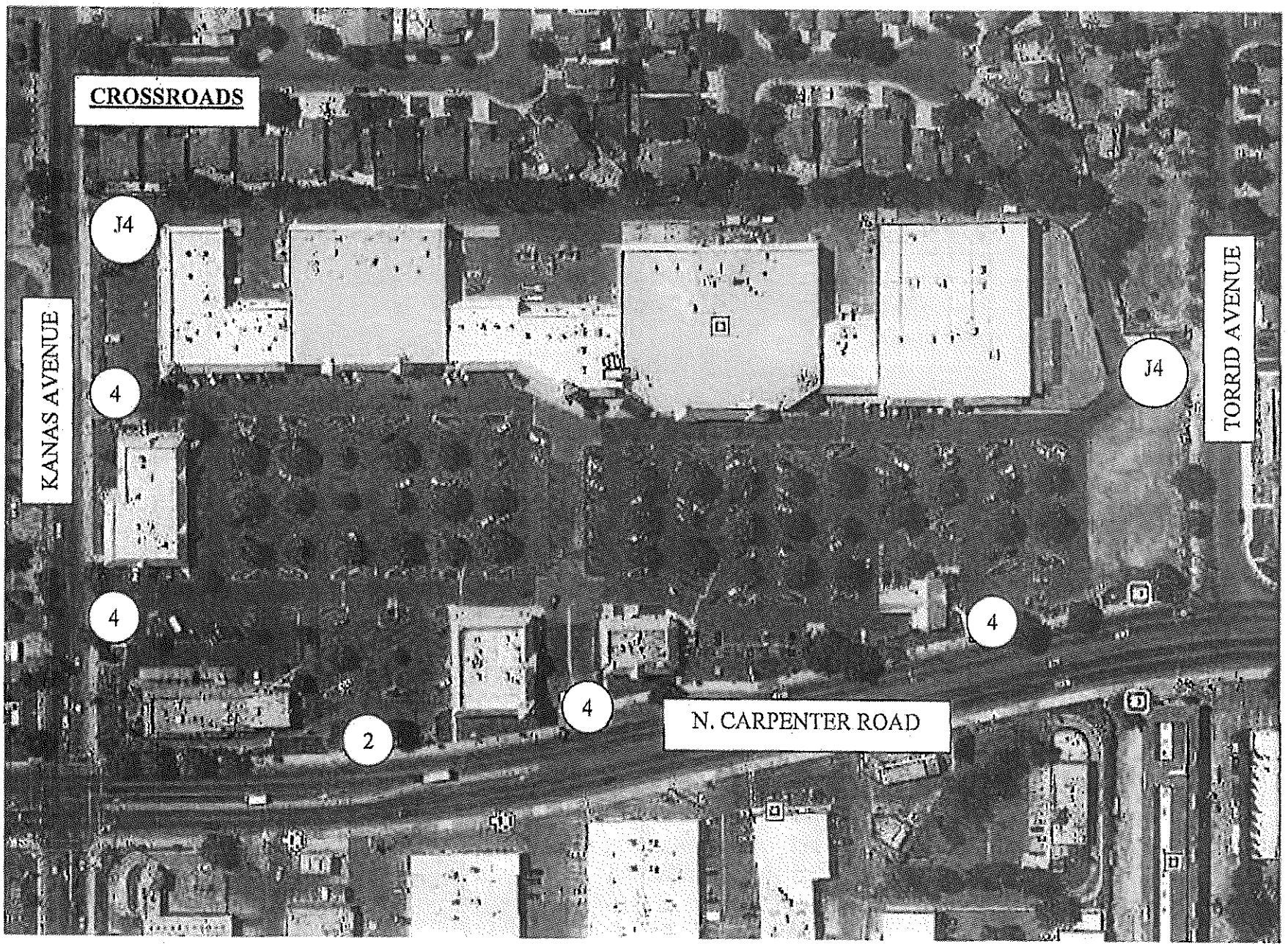
S
4
S
OAKDALE ROAD
OAKMORE PLAZA
E. BRIGGSMORE AVENUE


CROSSROADS
J4
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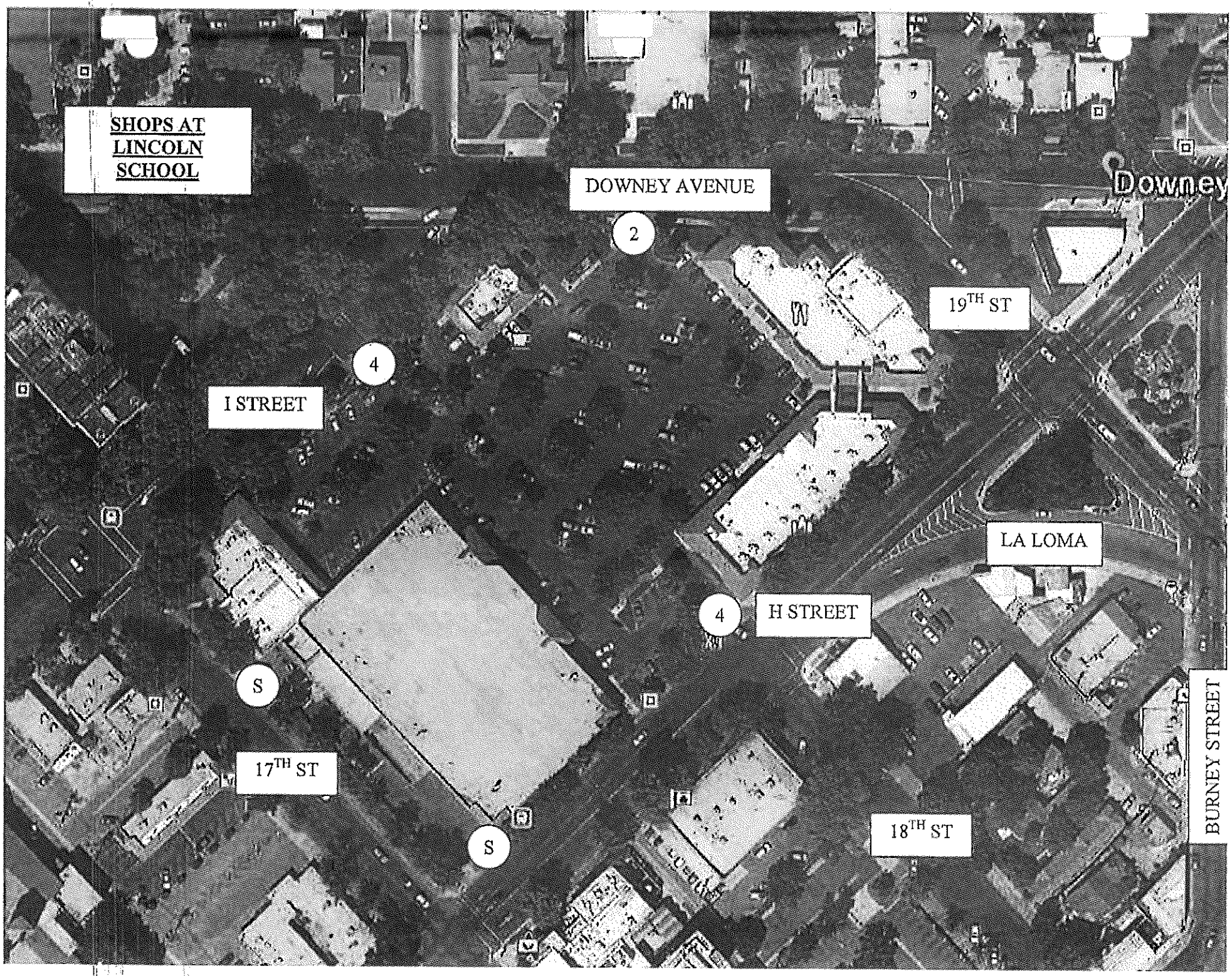
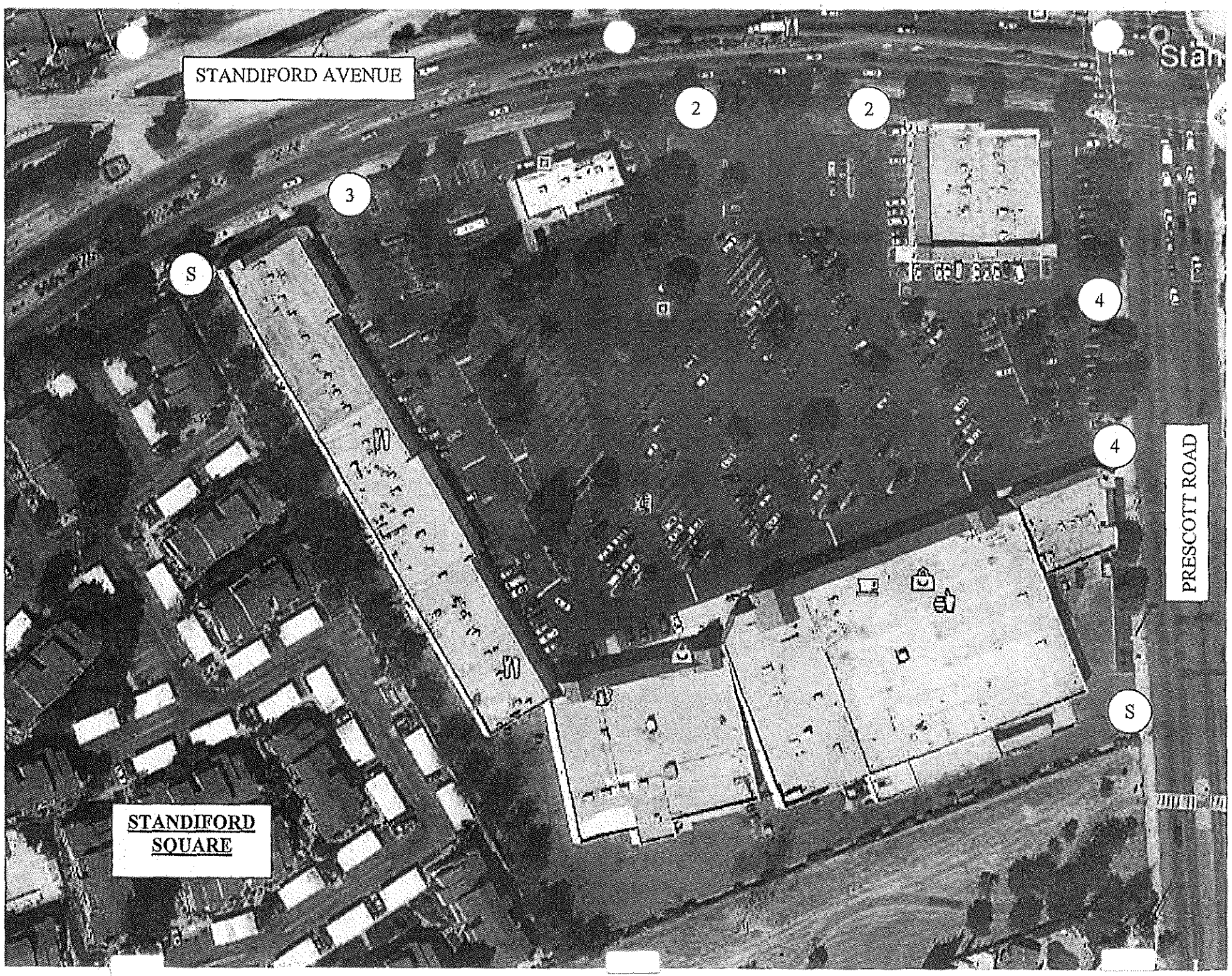
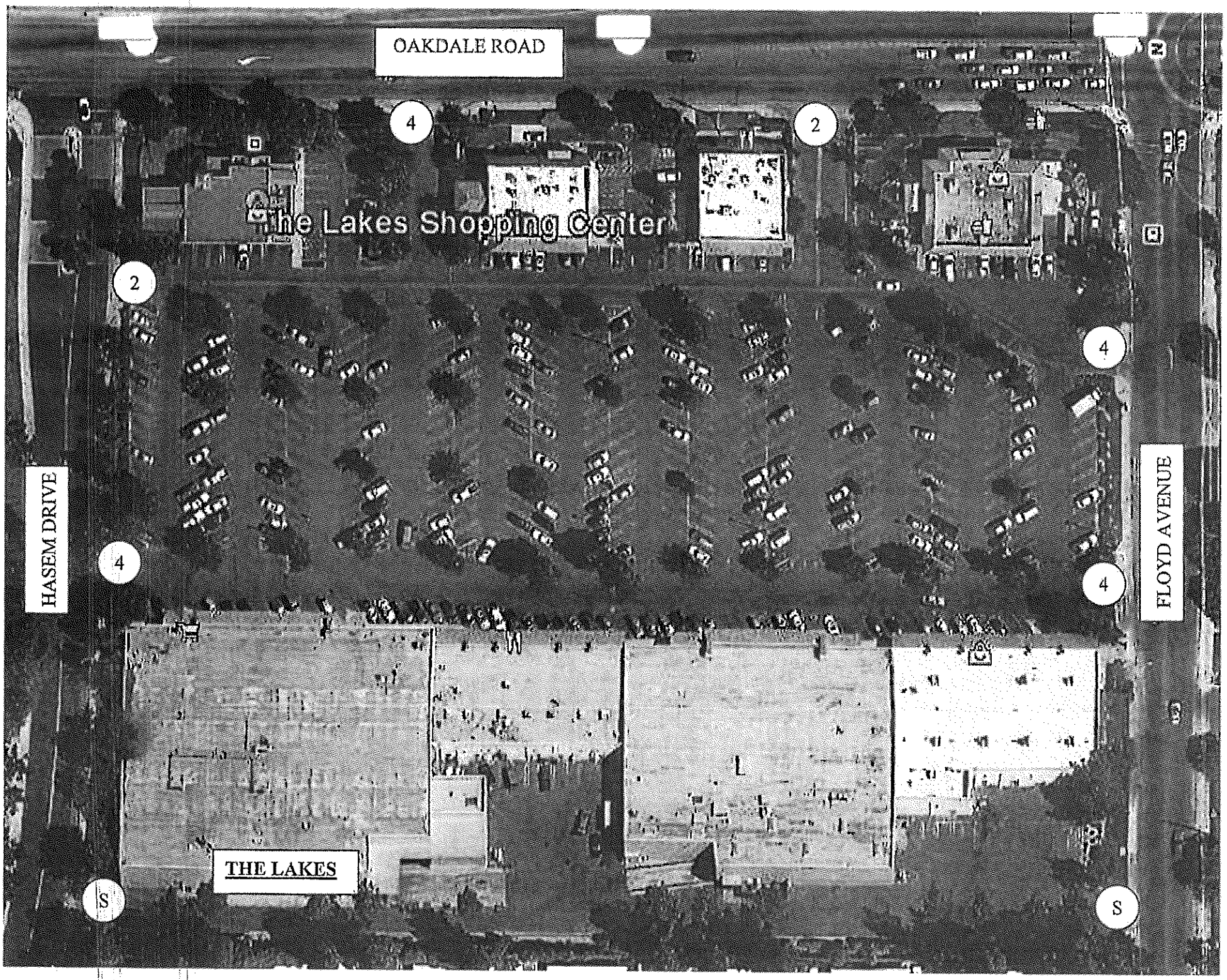
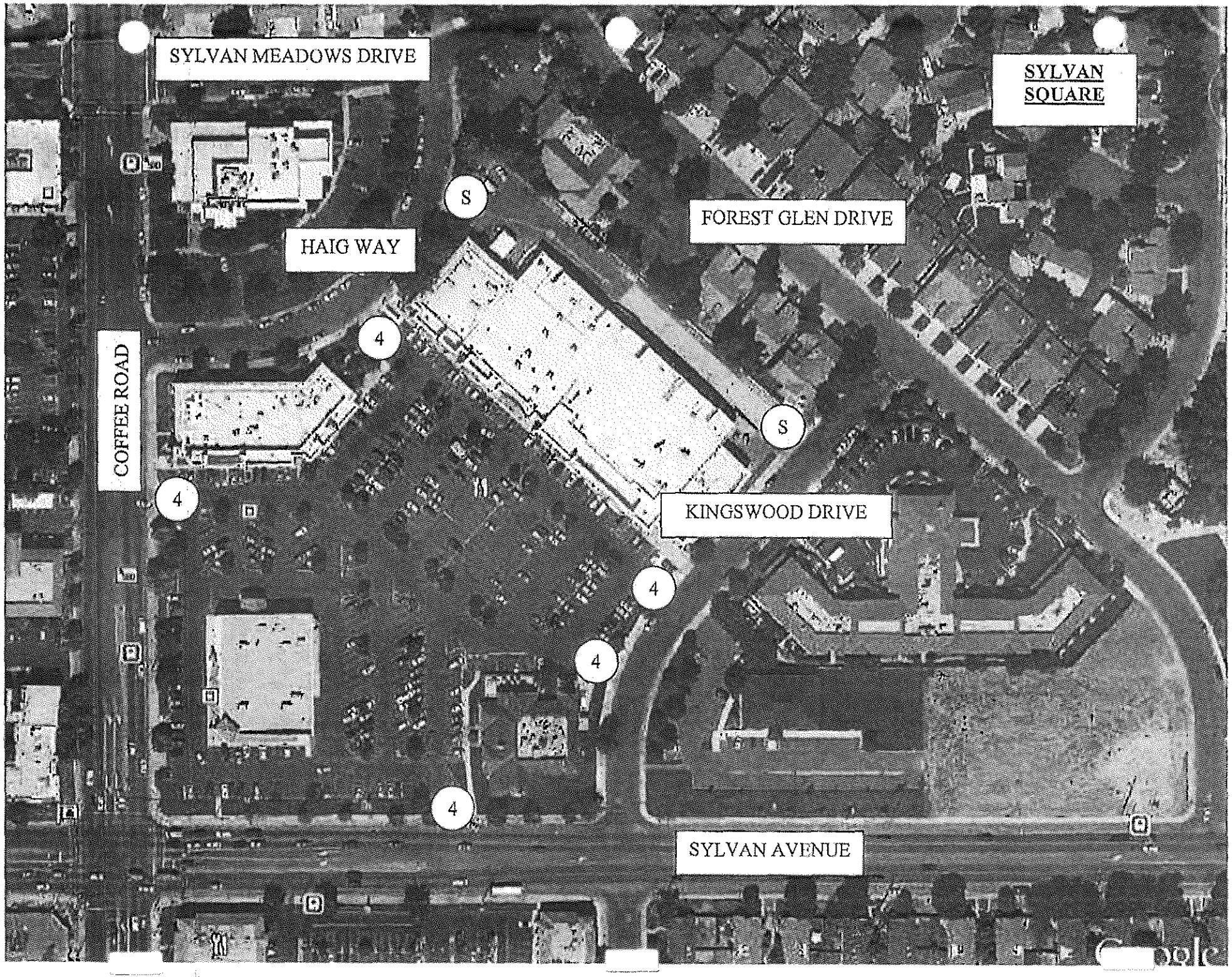
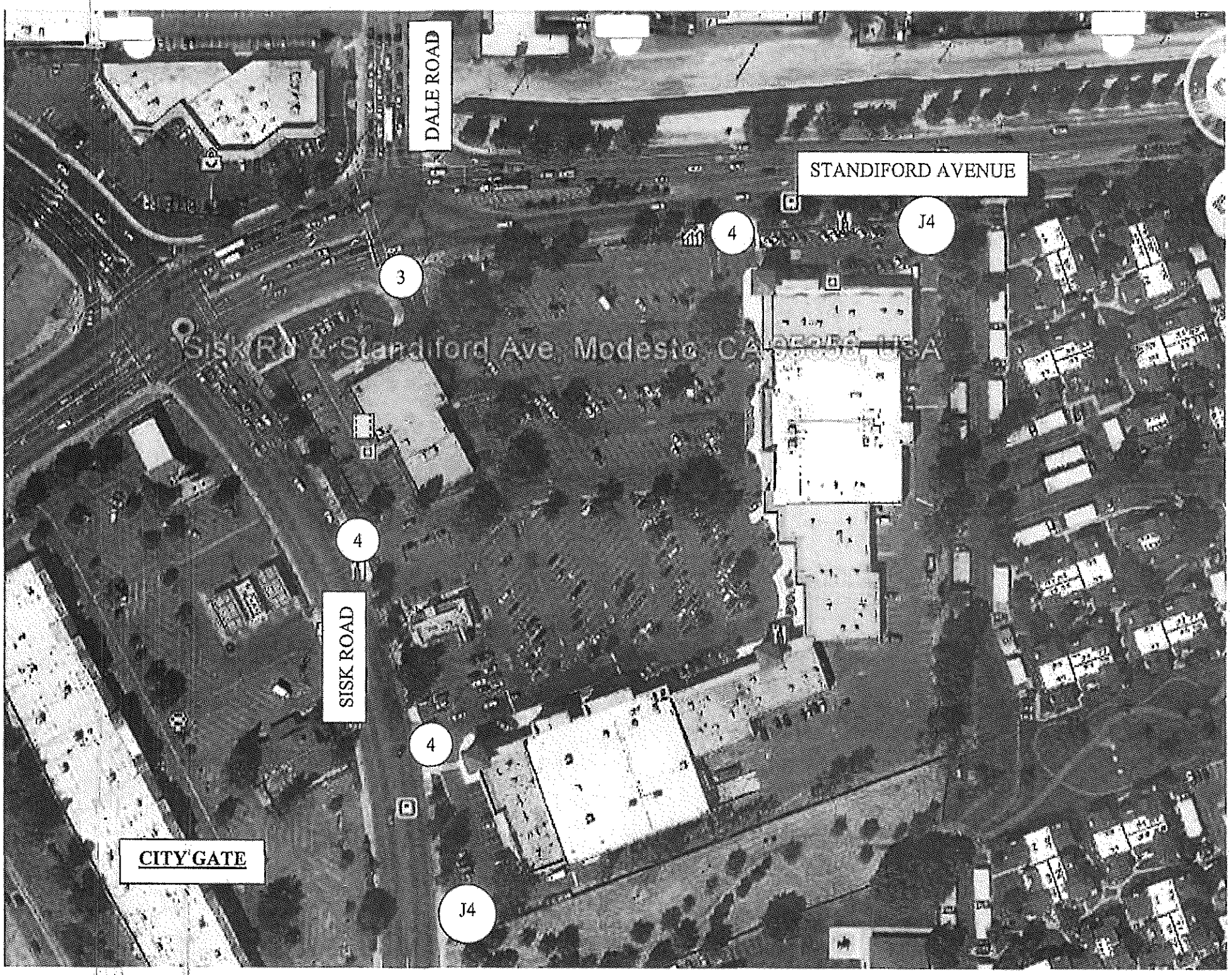
J4
KANAS AVENUE
TORRID AVENUE
N. CARPENTER ROAD

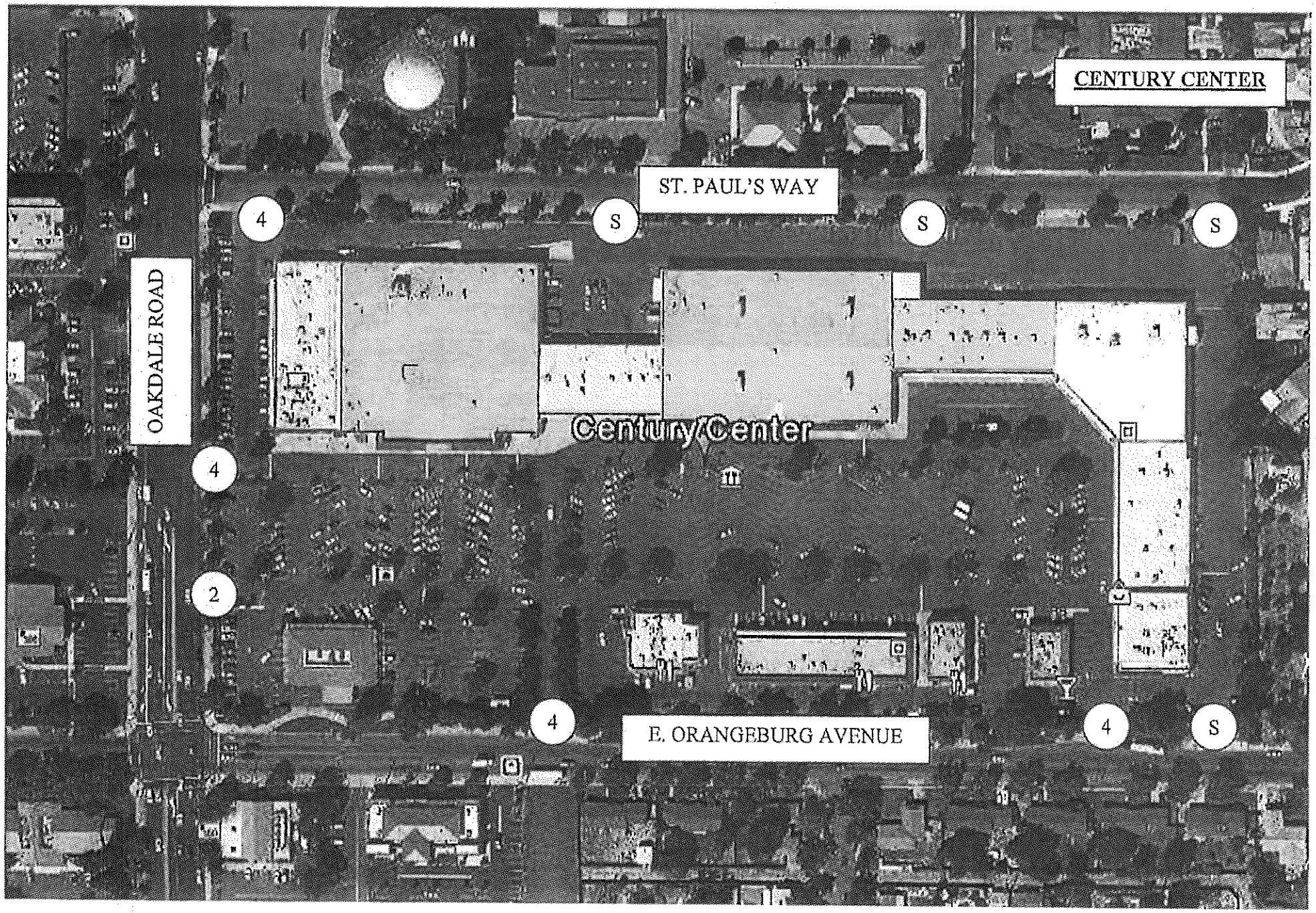

SHOPS AT
LINCOLN
SCHOOL
DOWNEY AVENUE
Downey
2
19TH ST
4
I STREET
LA LOMA
4
H STREET
S
17TH ST
S
18TH ST
BURNEY STREET


STANDIFORD AVENUE
2
2
3
S
4
4
PRESCOTT ROAD
S
STANDIFORD SQUARE


OAKDALE ROAD
The Lakes Shopping Center
HASEM DRIVE
FLOYD AVENUE
THE LAKES
4
2
2
4
4
4
S
S


SYLVAN MEADOWS DRIVE
SYLVAN SQUARE
FOREST GLEN DRIVE
HAIG WAY
COFFEE ROAD
KINGSWOOD DRIVE
SYLVAN AVENUE
S
S
4
4
4
4
4


DALE ROAD
STANDIFORD AVENUE
J4
4
3
Sisk Rd & Standiford Ave, Modesto, CA 95356, USA
4
SISK ROAD
4
CITY GATE
J4


CENTURY CENTER
ST. PAUL'S WAY
OAKDALE ROAD
Century Center
E. ORANGEBURG AVENUE
4
S
S
S
4
2
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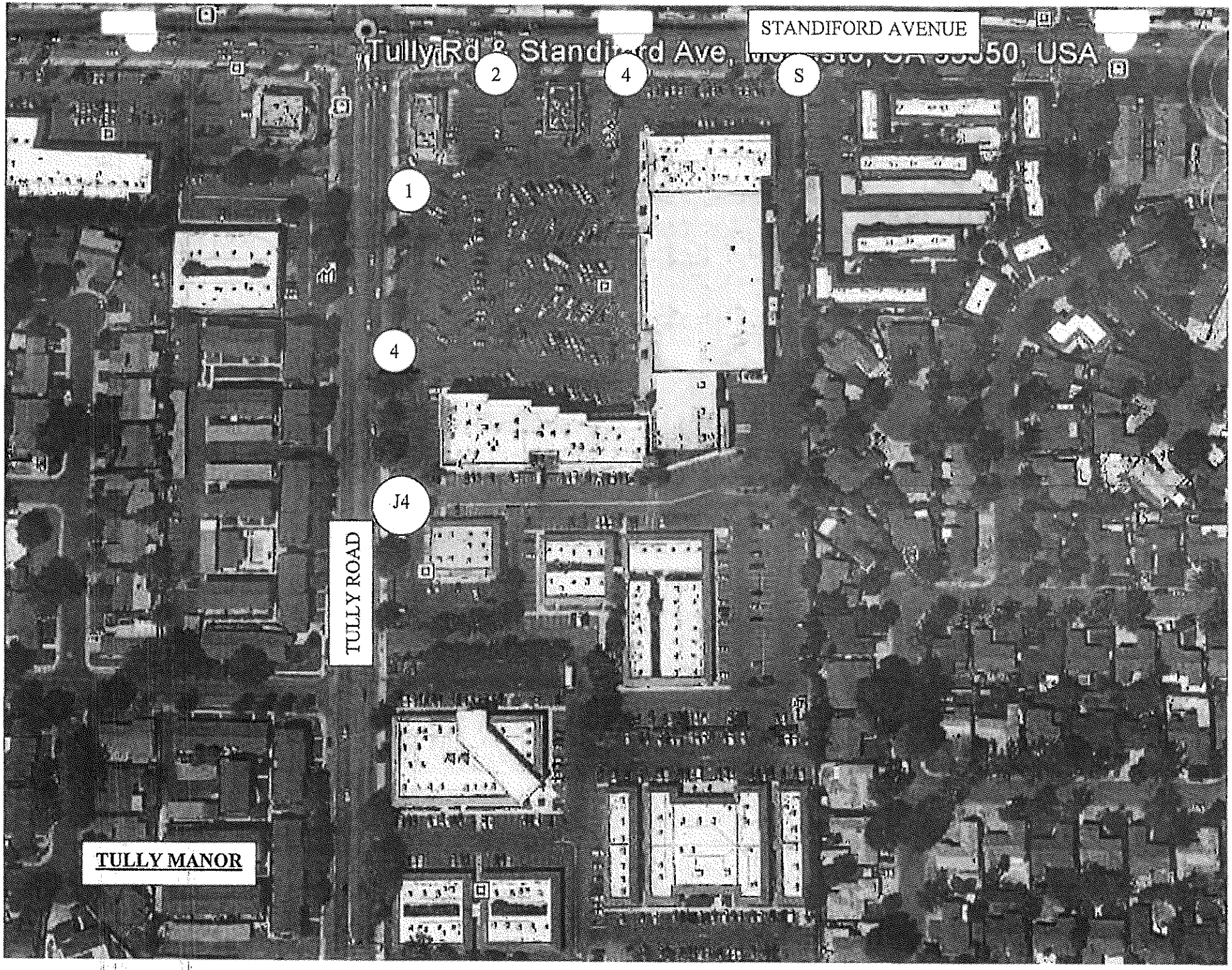
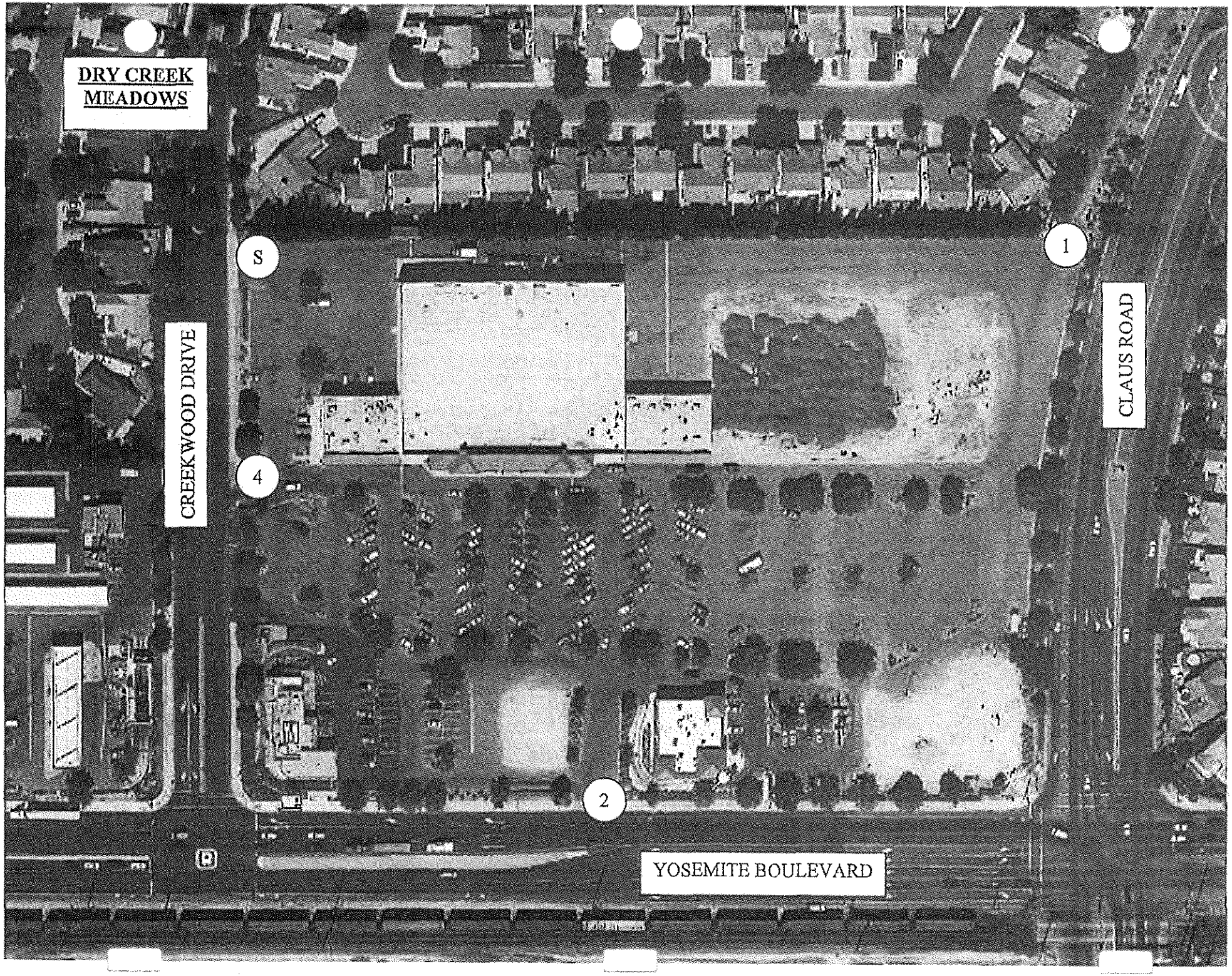
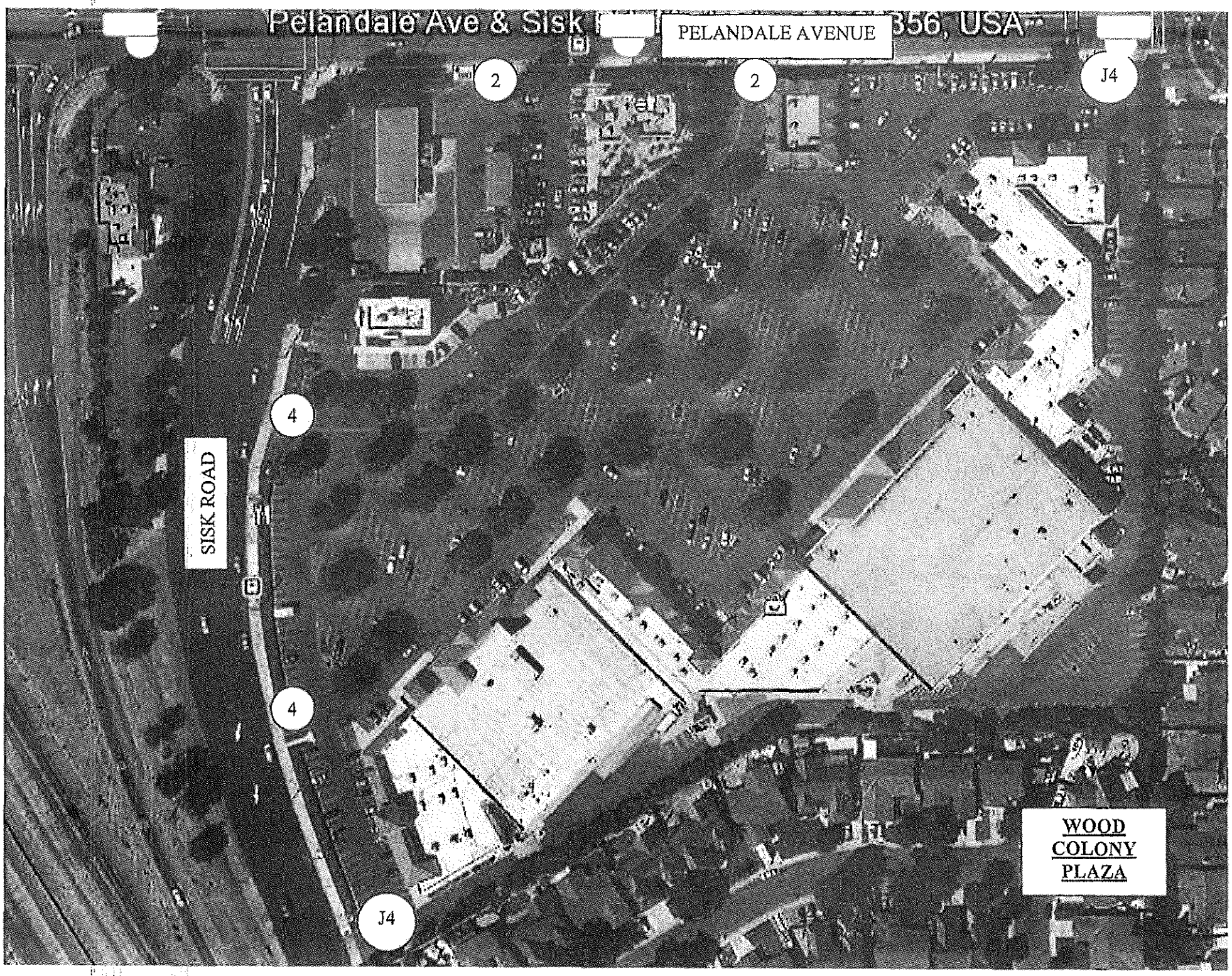
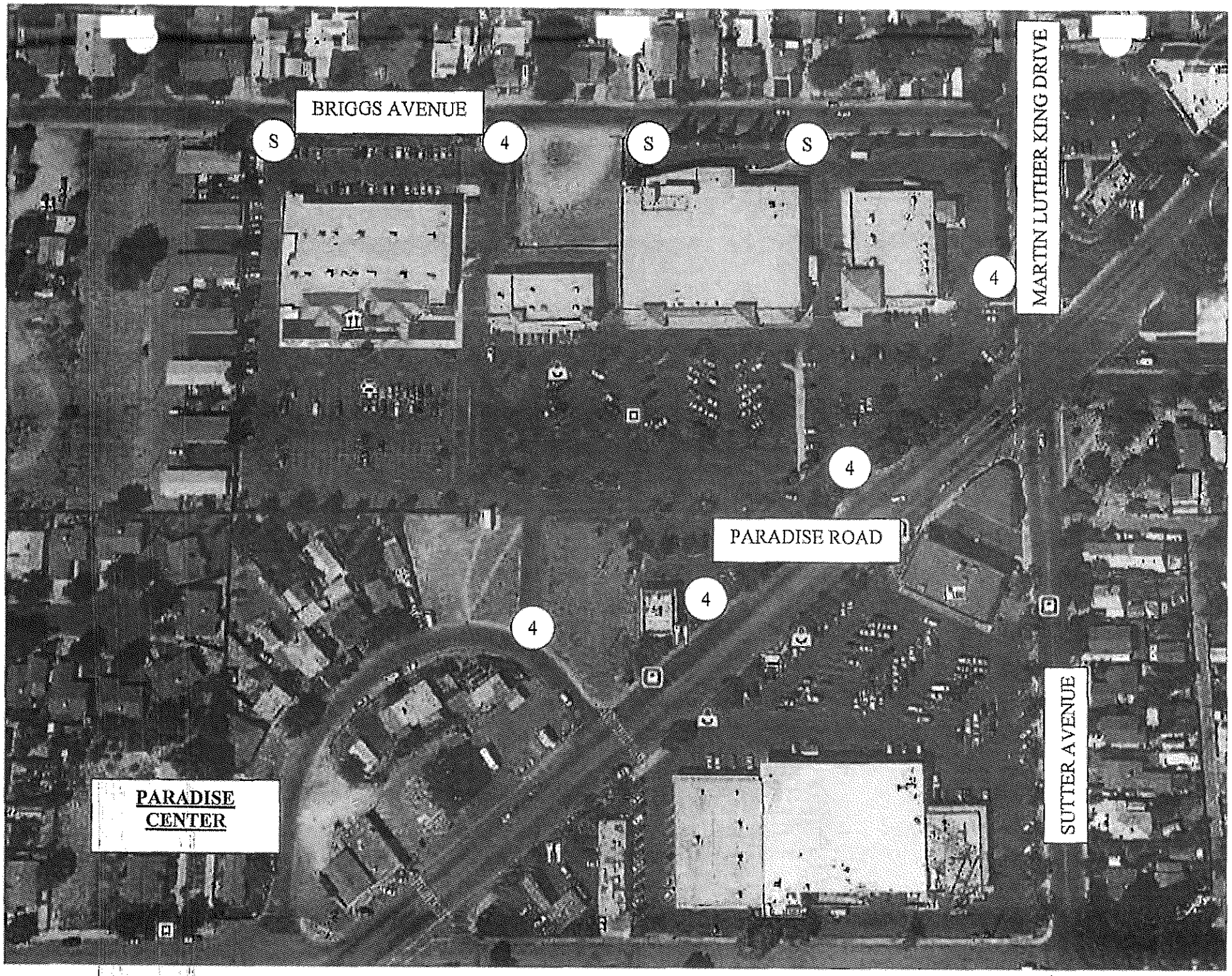
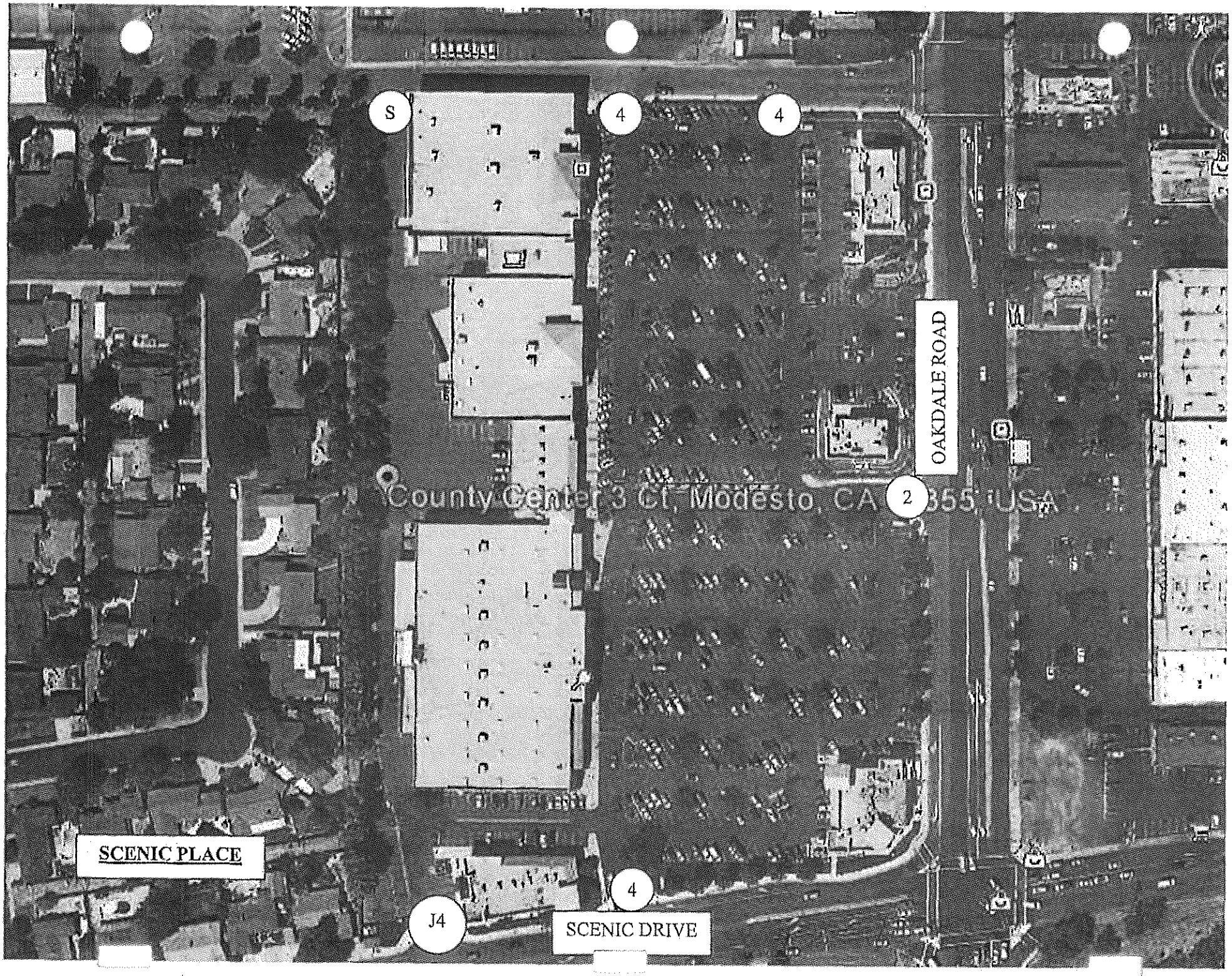
4
S

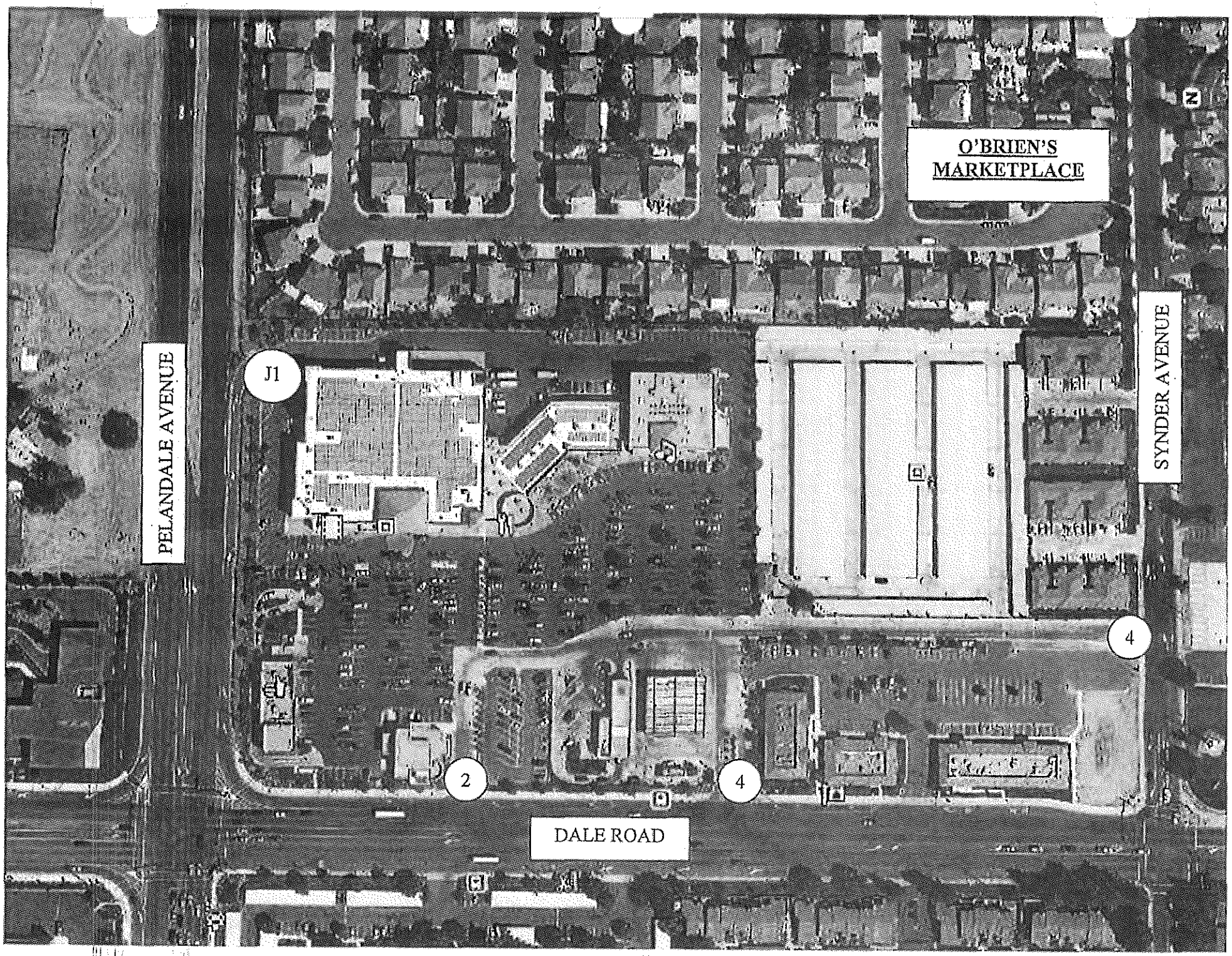

STANDIFORD AVENUE
Tully Rd & Standiford Ave, Modesto, CA 95350, USA
2
4
S
1
4
J4
TULLY ROAD
TULLY MANOR


DRY CREEK MEADOWS
S
1
CLAUS ROAD
CREEKWOOD DRIVE
4
2
YOSEMITE BOULEVARD


Pelandale Ave & Sisk
356, USA
PELANDALE AVENUE
2
2
J4
4
SISK ROAD
4
J4
WOOD
COLONY
PLAZA


BRIGGS AVENUE
S
4
S
S
MARTIN LUTHER KING DRIVE
4
4
PARADISE ROAD
4
4
PARADISE CENTER
SUTTER AVENUE


S
4
4
OAKDALE ROAD
County Center 3 Ct, Modesto, CA 95355 USA
2
SCENIC PLACE
J4
4
SCENIC DRIVE


O'BRIEN'S
MARKETPLACE
PELANDALE AVENUE
SYNDER AVENUE
DALE ROAD
J1
2
4
4

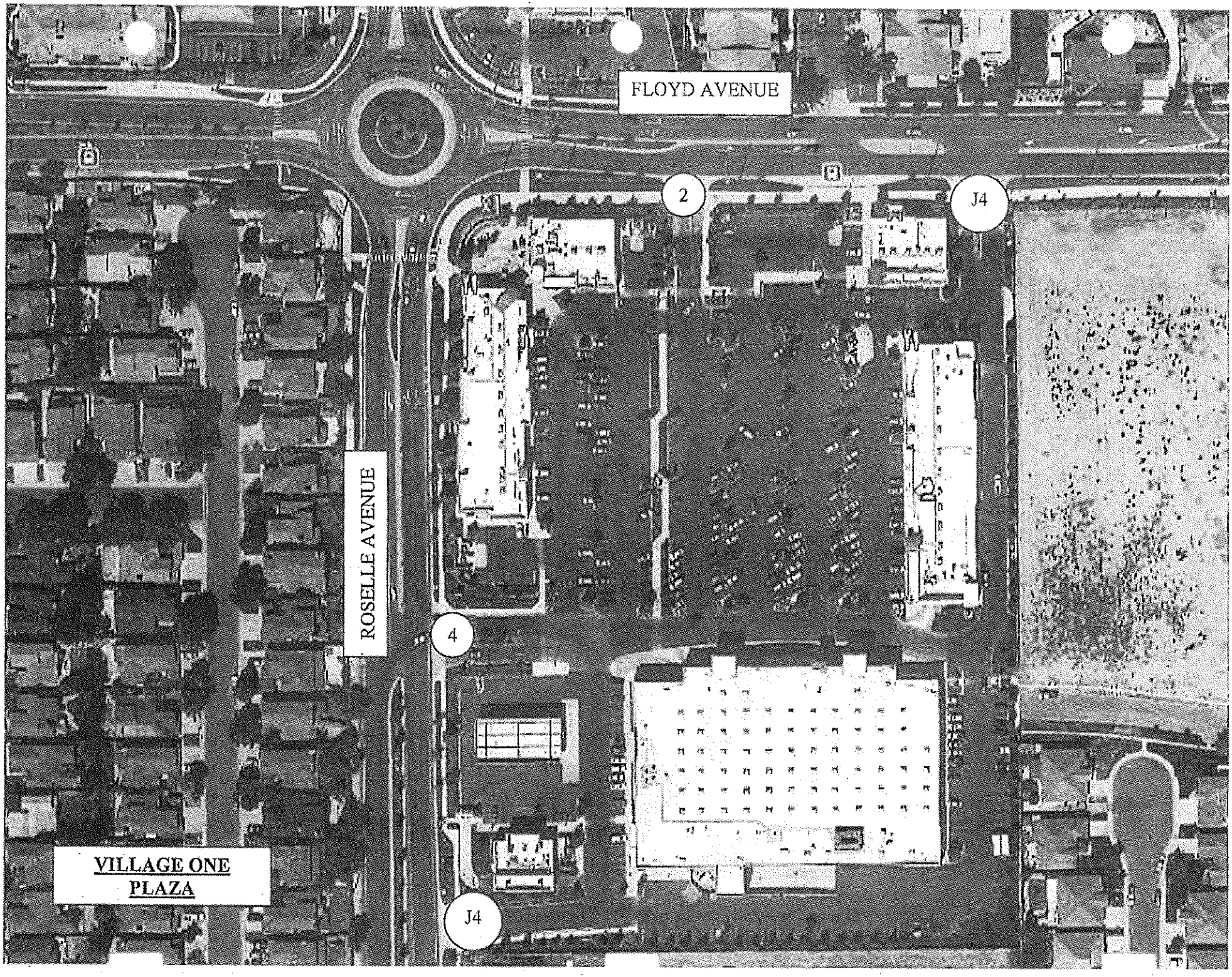

FLOYD AVENUE
2
J4
ROSELLE AVENUE
4
VILLAGE ONE
PLAZA
J4

Exhibit E

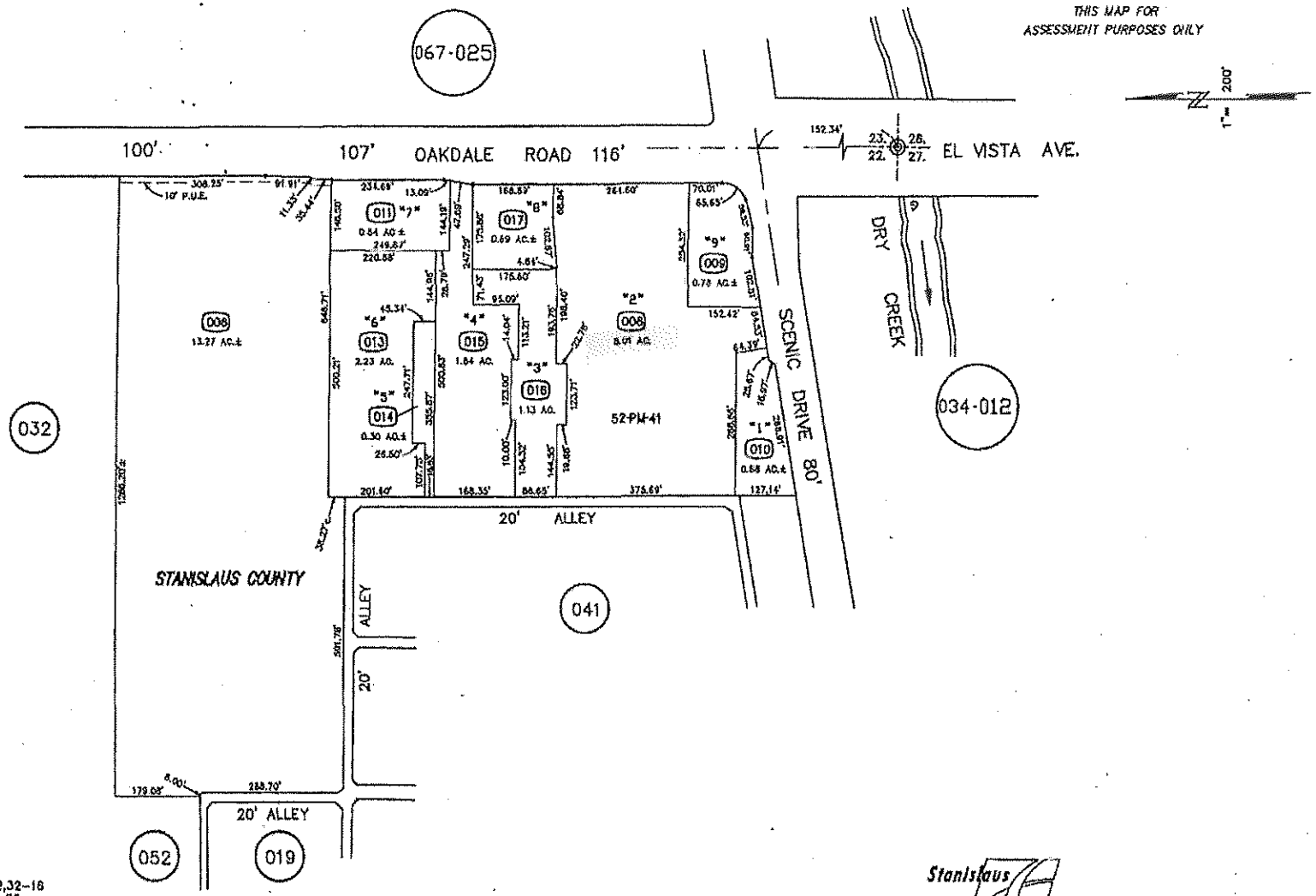
Maps of Recent Parcelized Grocery Stores

APN	Area	Year	Store
032-016-008	5.01 Acres	2001	Save Mart
085-009-006	5.835 Acres	2007	Raley's
078-014-054	5.19 Acres	2010	Save Mart

PORTION SE 1/4 SECTION 22 T.3S. R.9E. M.D.B.& M.

002 173 032 – 016

THIS MAP FOR ASSESSMENT PURPOSES ONLY



FROM: F-32,32-16
DRAWN: 4-7-76
REVISED: 5-17-83, 10-15-98 NC, 10-31-00 DH, 1-31-01 DH, 12-26-01 MB, 2-19-04 MF

Stanislaus County Assessor

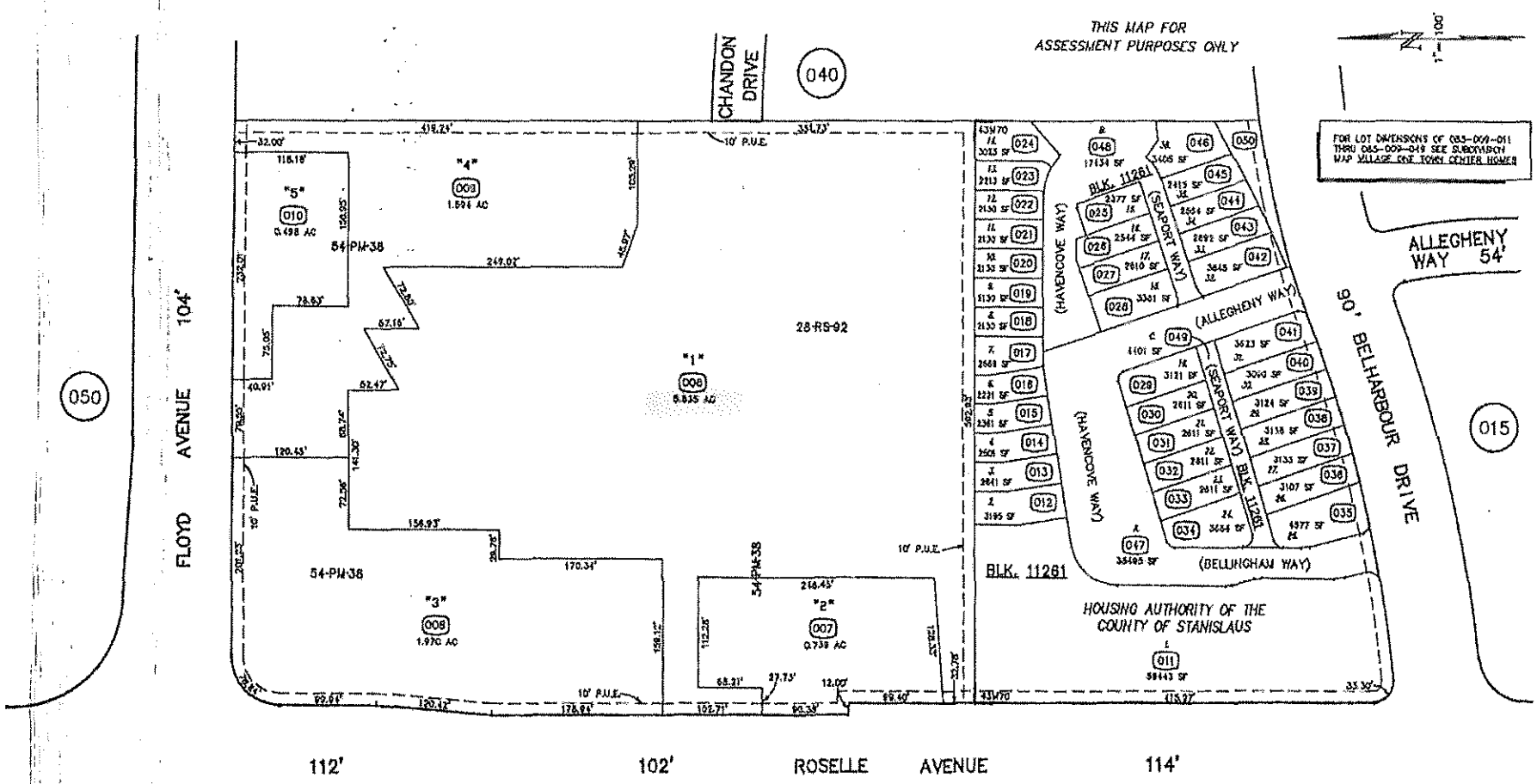
63,01,02,04

032 – 016

POR. SW 1/4 OF NW 1/4 SECTION 13 T.3S. R.9E. M.D.B.& M.
VILLAGE ONE TOWN CENTER HOMES (43M70)

002 109 085 – 009

THIS MAP FOR ASSESSMENT PURPOSES ONLY



FROM: 52-23,52-81
DRAWN: 10-19-95 NC
REVISED: 10-05-98 no, 1-8-02 DH, 03-09-05 CS, 5-3-06 DH, 9-7-07 NF, 5-20-08 NF

Stanislaus County Assessor

96,99,02,07,09

085 – 009

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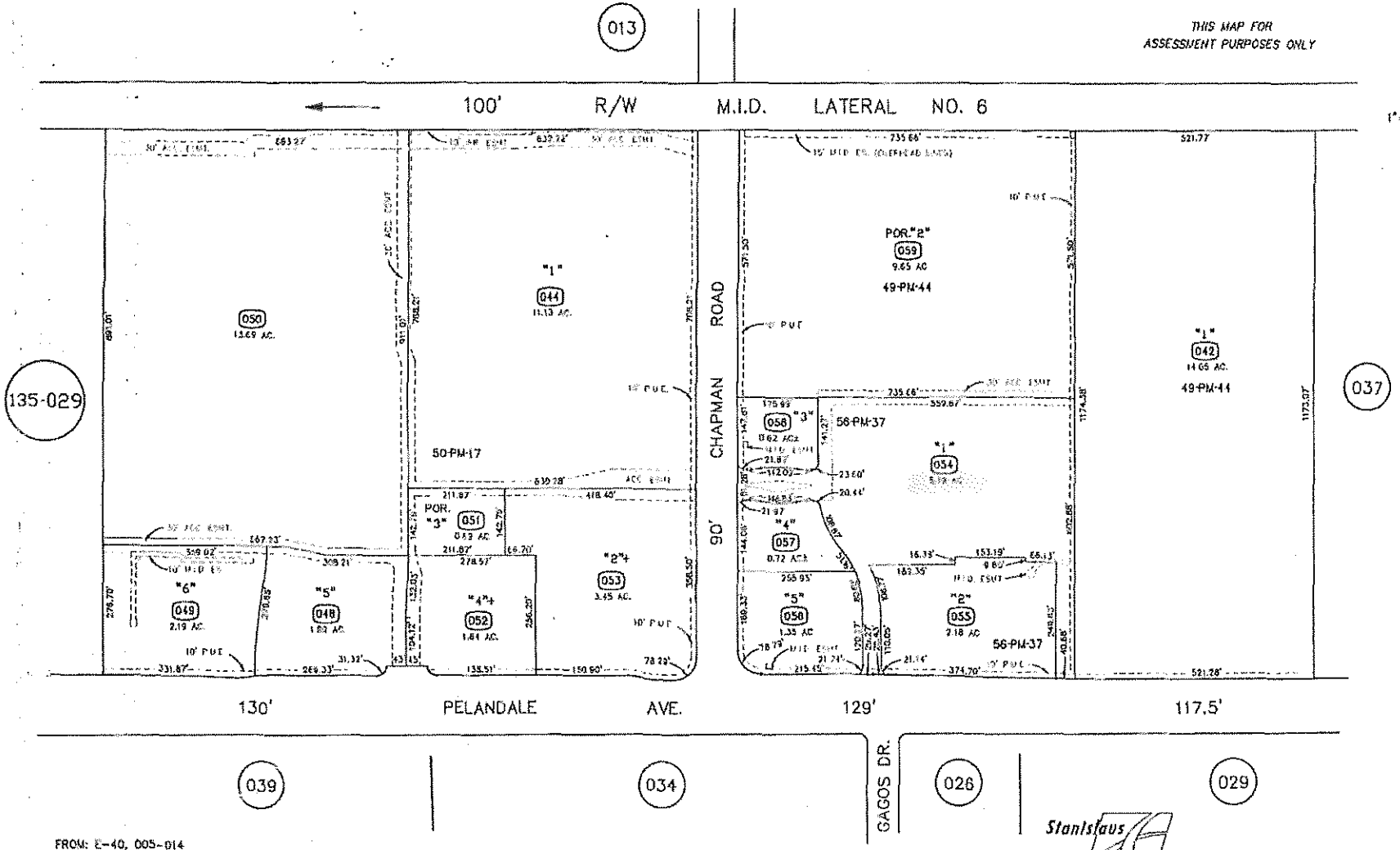
POR. SW. 1/4 SECTION 2 T.3S. R.8E. M.D.B.&M.

002 212 078 - 014

THIS MAP FOR ASSESSMENT PURPOSES ONLY

1" = 200'



FROM: E-40, 005-014
DRAWN: B-4-B2
REVISED: 3-13-92 NC, 8-2-99, 6-14-00 MB, 6-21-00, 6-5-01 MB, 8-12-03 DH, 1-27-04 DH, 9-17-09 MF, 9-17-09 MF, 12-8-09 MB, 12-9-09 MB, 3-1-10 MB, 6-28-10 MF

Stanislaus County Assessor

83,92,00,01,02,04,11

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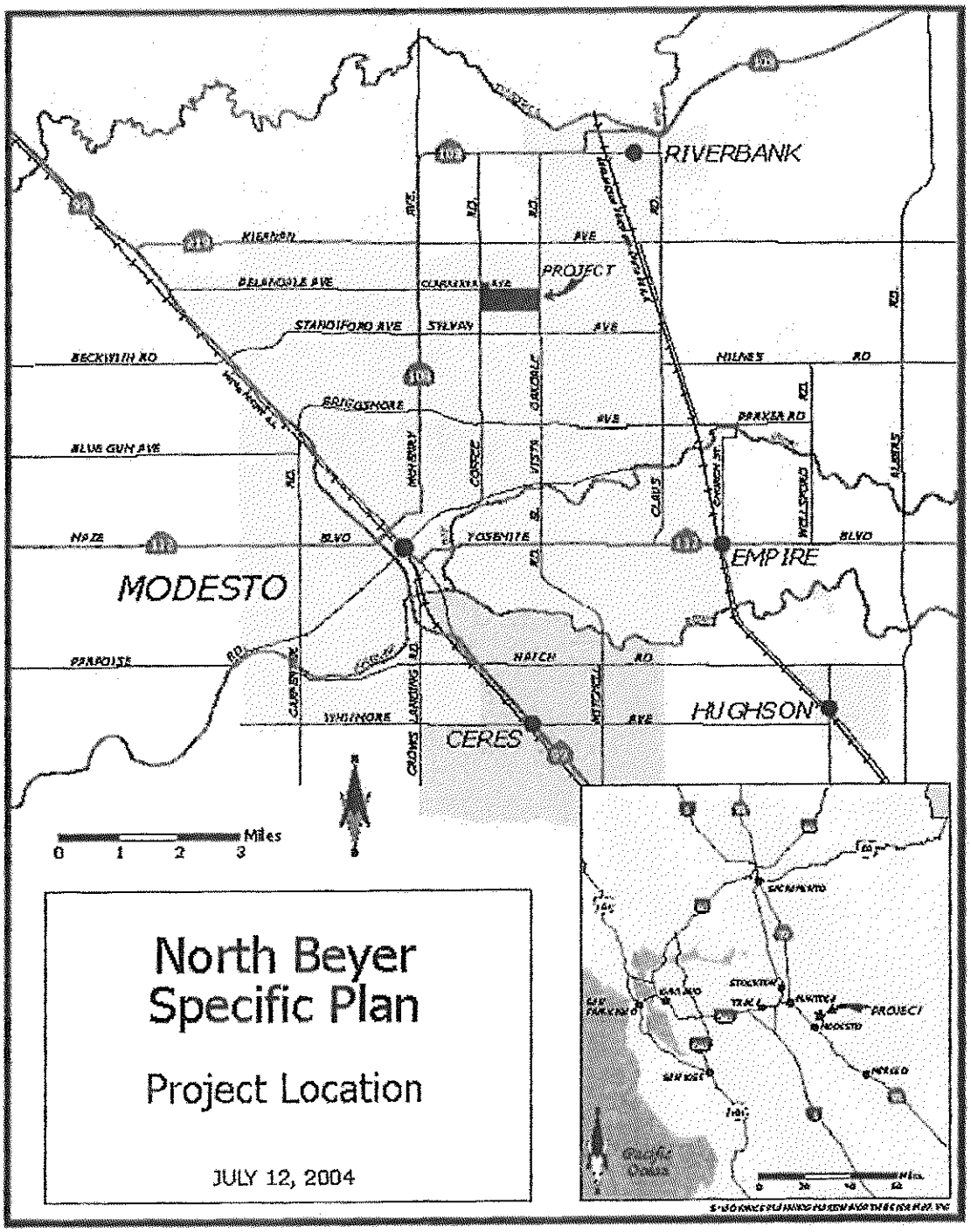
078 - 014

Exhibit F

North Beyer Maps


RIVERBANK
PROJECT
MODESTO
EMPIRE
HUGHSON
CERES
Miles
0 1 2 3
North Beyer
Specific Plan
Project Location
JULY 12, 2004

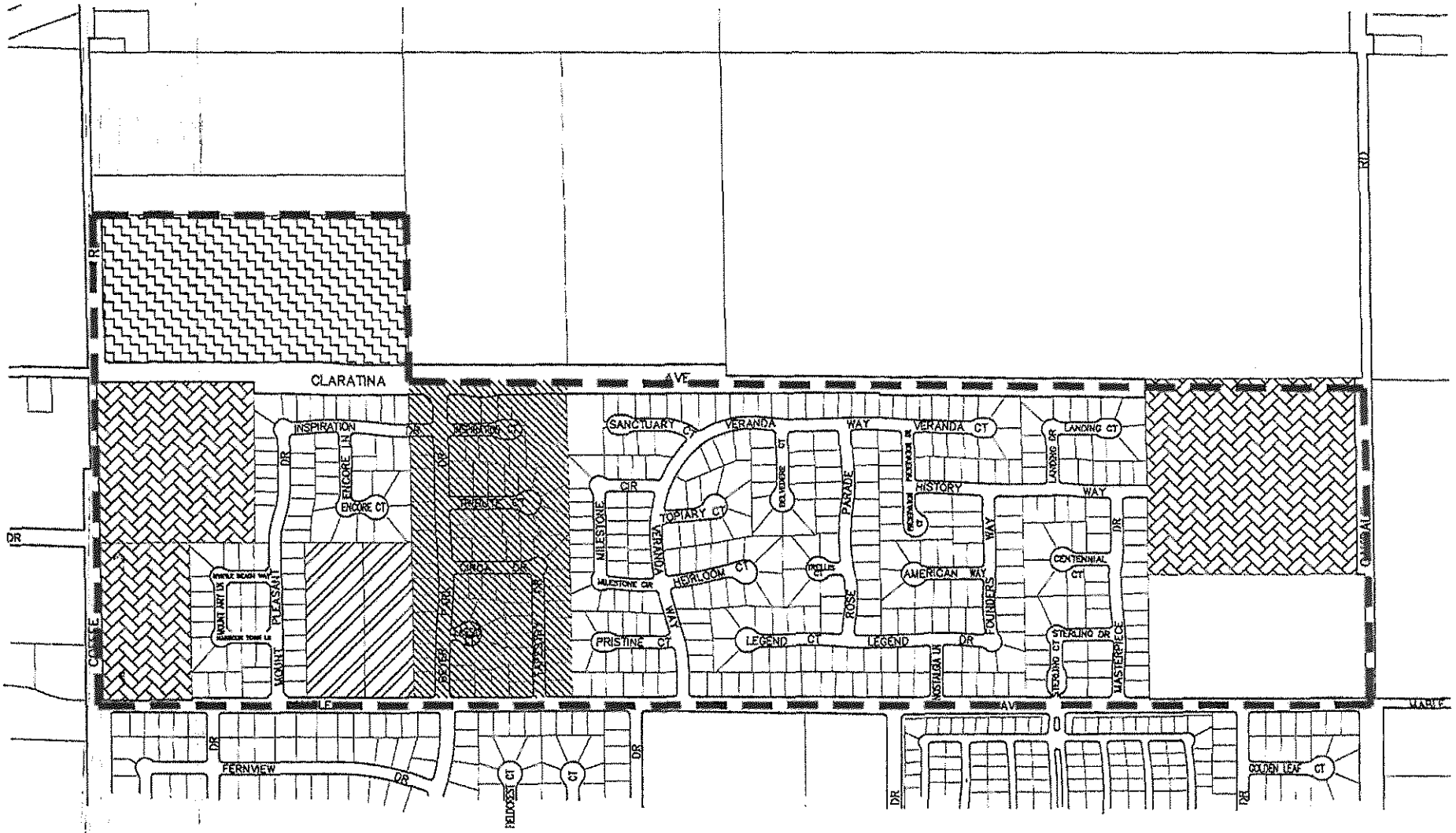


Figure 2

Land Use Diagram

NORTH

0 250 500

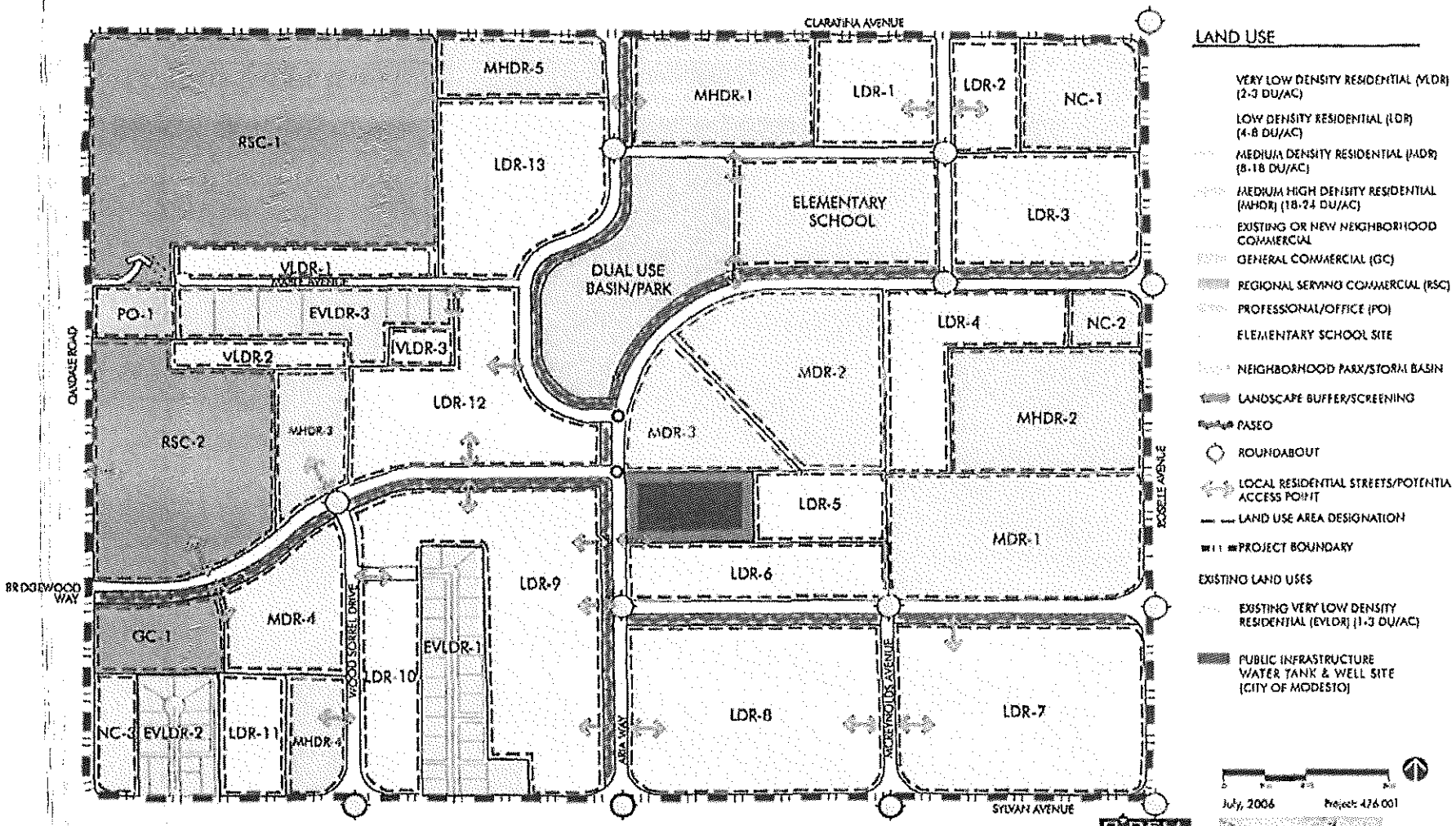
Scale in Feet

- Plan Area Boundary
- Property Ownership Line
- M.U. - Mixed Use, Nhbd Shopping Center PO, R-3, R-2, or R-1
- R- Residential (R-1)
- M.S. - Middle School
- Existing Church Sites
- C - Church

Exhibit G

Tivoli Maps

EXHIBIT 3.1 - LAND USE DIAGRAM (LUD)



TIVOLI SPECIFIC PLAN

MODESTO, CALIFORNIA

LAND USE DIAGRAM

EXHIBIT 9.1 - TSP PHASING PLAN

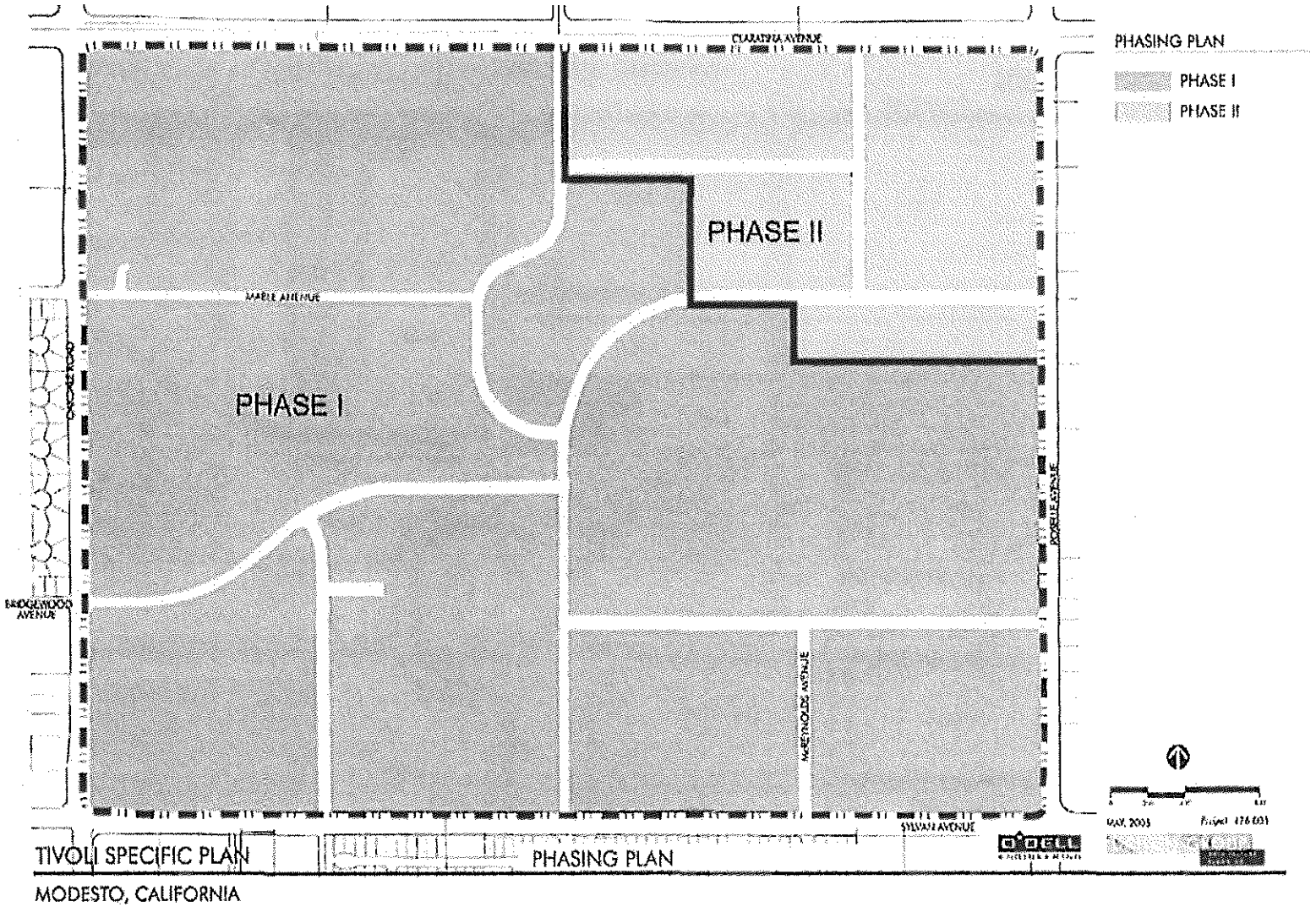


Exhibit H

The Marketplace
Area Map

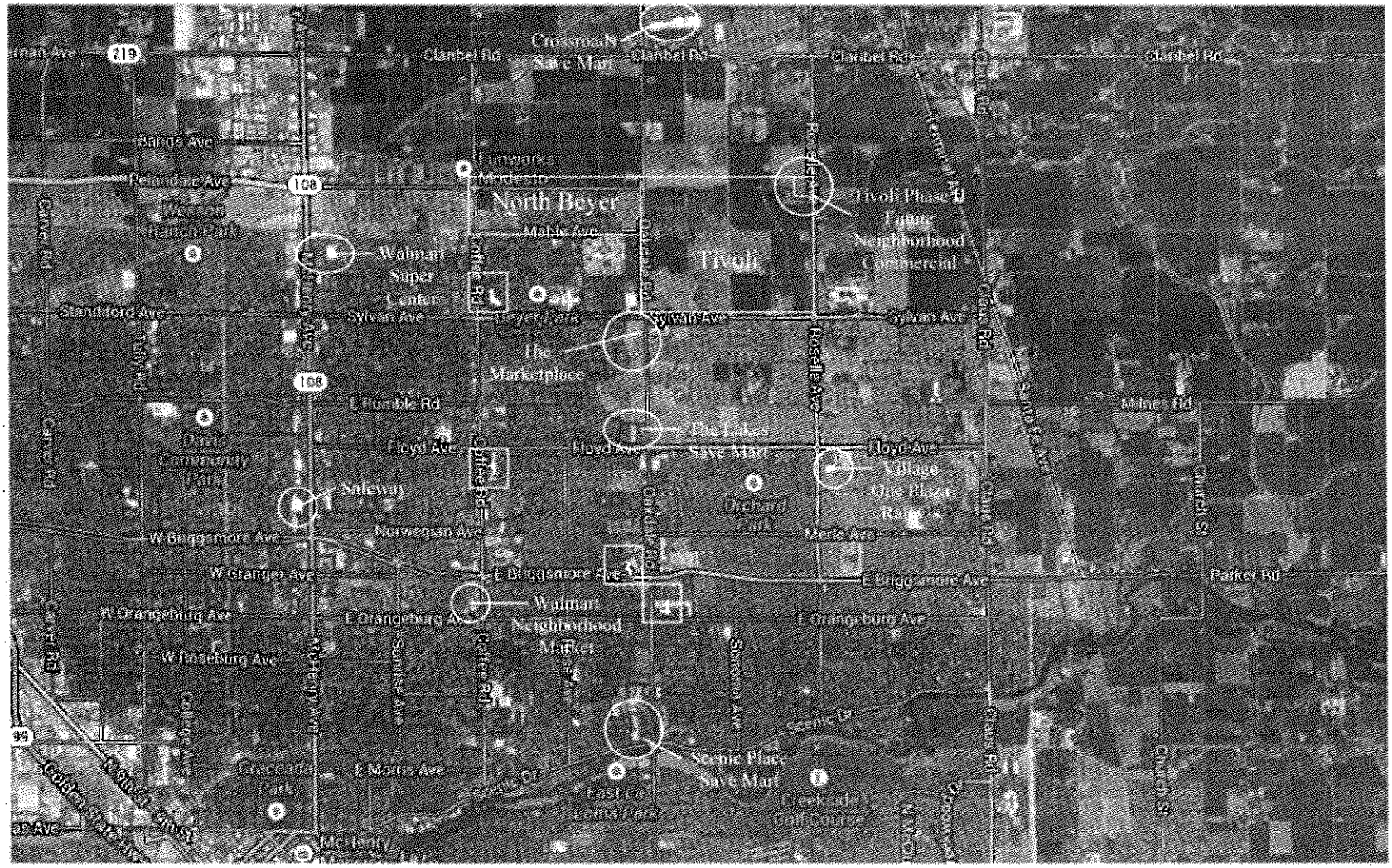

Crossroads
Save Mart
Clarbel Rd
Funworks
Modesto
North Beyer
Tivoli
Tivoli Phase II
Future
Neighborhood
Commercial
Walmart
Super
Center
Sylvan Ave
Beyer Park
The
Marketplace
The Lakes
Save Mart
Village
One Plaza
Raley's
Orchard
Park
Safeway
Walmart
Neighborhood
Market
Scenic Place
Save Mart
Creekside
Golf Course
Eastern
Loma Park
Grace Park
Wesson
Ranch Park
Davis
Community
Park
Standiford Ave
Claus Rd
Dale Rd
Coffee Rd
Oakdale Rd
Roselle Ave
Sunset Ave
Sunset Dr
Scenic Dr
Clark Rd
Milnes Rd
Church St
Parker Rd
Floyd Ave
Merle Ave
E Briggsmore Ave
W Briggsmore Ave
W Granger Ave
W Orangeburg Ave
E Orangeburg Ave
W Roseburg Ave
E Merle Ave
Norwegian Ave
E Rumble Rd
Bangs Ave
Relandale Ave
Mable Ave
Sylvan Ave
Tully Rd
Coffee Rd
Oakdale Rd
Roselle Ave
Sunset Ave
Claus Rd
Sand Pit Ave
Clarbel Rd
Coffee Rd
Claus Rd
Sunset Ave
Roselle Ave
Oakdale Rd
Claus Rd
Church St
Parker Rd
Milnes Rd
Claus Rd
Sand Pit Ave
Claus Rd
Sunset Ave
Roselle Ave
Oakdale

Exhibit I

Analysis of Inventoried Centers from Exhibit C Relative to Original vs. Current Tenant

Center/Name	Initial Date of Construction	Original Grocer	Current or Last Tenant	Vacant	How Long Vacant
Gregory Gardens	1959	Save Mart	dd's (discount)	No	
Roseburg Square	1961	Angelo's	O'Brien's (grocery)	No	
Scenic & Oakdale	1969	Angelo's	Grocery Outlet (grocery)	No	
Coffee Plaza	1969	Save Mart	R & N Market (grocery)	Yes	3-5 years
Walmart Neighborhood Market	1972	Alpha Beta/Albertson's	WalMart (grocery)	No	
Oakmore Plaza	1976	Save Mart	Big Lots (discount)	No	
Tully Manor	1978	Raley's	Raley's (grocery)	No	
Century Center	1979	Raley's	Closed	Yes	1-2 years
City Gate	1981	Save Mart	Smart & Final (grocery)	No	
Sylvan Square	1982	Richland	Kidney Dialysis (med-office)	No	
The Lakes	1987	Save Mart	Save Mart (grocery)	No	
Standiford Square	1987	Save Mart	Save Mart (grocery)	No	
Shops @ Lincoln School	1988	Save Mart	Closed	Yes	< 1 year
Crossroads	1991	Richland	Cost Less (grocery)	No	
Wood Colony Plaza	1991	Save Mart	Closed	Yes	2-3 years
Dry Creek Meadows	1995	Richland	Cost Less (grocery)	No	
Paradise Center	1998	Save Mart	Maxx Value (grocery)	No	
Scenic Place	2001	Save Mart	Save Mart (grocery)	No	
O'Brien's Marketplace	2002	O'Brien's	O'Brien's (grocery)	No	
Village One Plaza	2007	Raley's	Raley's (grocery)	No	

Exhibit "B"

MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
Aesthetics			
Mitigation Measure 3.1.2 Outdoor Lighting Standards. All outdoor light fixtures shall be located, aimed or shielded so as to minimize stray light trespassing across property boundaries. Fixtures shall be full cut-off and nighttime friendly, consistent with LEED goals and Green Globes criteria for light pollution reduction. The project applicant is required to prepare a photometric plan demonstrating that lighting will not spillover onto adjacent properties. Furthermore, the project will adhere to all City regulations relating to signage and the shielding of light in order to reduce any potential negative effects from new light sources (per Municipal Code Title 10, Chapter 6). These standards shall be included in the project conditions of approval as well as the mitigation monitoring and reporting program.	Community and Economic Development Department	Prior to issuance of first building permit.	
Traffic and Circulation			
Oakdale Road at La Force Drive (Intersection #6) **Mitigation Measure 3.3.1: Applicant to Provide Fair Share Contribution to Improvements at the La Force Drive at Oakdale Road Intersection.** Consistent with the City's CIP program, the applicant will provide a fair share contribution to the delineation of a westbound right turn lane at the Oakdale Road at LaForce Drive Intersection. Restriping the westbound La Force Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the westbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).	Community and Economic Development Department and Public Works Department	Fair share contribution prior to issuance of first building permit. CIP project timing to be coordinated with build out of the proposed project	
Oakdale Road at Hashem Drive (Intersection #7) **Mitigation Measure 3.3.2: City Shall Restripe Eastbound Hashem Drive at Oakdale Road Intersection.** Restriping the eastbound Hashem Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the eastbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).	Community and Economic Development Department and Public Works Department	During project construction.	
Oakdale Road at Floyd Avenue (Intersection #8) **Mitigation Measure 3.3.3: Applicant to Provide Fair Share Contribution to Improvements at the Oakdale Road at Floyd Avenue Intersection.** Consistent with the City's CIP program, the applicant will provide a fair share contribution to the installation of a southbound right turn lane at the Oakdale Road at Floyd Avenue Intersection and the installation of a third northbound through lane north of the intersection.	Community and Economic Development Department and Public Works Department	Fair share contribution prior to issuance of first building permit. CIP timing to be coordinated with build out of the proposed project	
Oakdale Road at Sylvan Avenue (Intersection #4) **Mitigation Measure 3.3.5a: City to Monitor and Install Overlap Phase for the Westbound Right Turn Lane for the Oakdale Road at Sylvan Avenue Intersection.** The City will monitor operations at the intersection and add an overlap phase when deemed necessary by the City Traffic Engineer.	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
Sylvan Avenue at Hashem Drive-Carson Oak Drive (Intersection #13) **Mitigation Measure 3.3.5c: City to Monitor and Install Traffic Signal for the Sylvan Avenue at Hashem Drive-Carson Oak Drive Intersection.** The City will monitor signal warrants at the intersection of Sylvan Avenue and Hashem Drive-Carson Oak Drive intersection and install a traffic signal when deemed necessary by the City Traffic Engineer. Installation of a traffic signal at the intersection would improve LOS conditions from LOS F to LOS A. Because the intersection would satisfy the peak-hour traffic signal warrant and installation of a traffic signal would improve LOS conditions from unacceptable to acceptable service levels, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure and signal warrant sheets).	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	
Traffic and Circulation – Alternative #2 (Alternative Site Plan)			
Oakdale Road at Hashem Drive (Intersection #7) **Mitigation Measure Alternative #2: City to Monitor and Install either Median Island on Oakdale Road Restricting Access to Right-in, Right-out Vehicle Movement, or Installation of a Traffic Signal for the Oakdale Road/Hashem Drive Intersection.** The City will monitor traffic conditions at the Oakdale Road/Hashem Drive intersection and will install a median island or traffic signal when deemed necessary by the City Traffic Engineer.	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	
Air Quality			
Mitigation Measure 3.4.1a: Implement Dust Control Measures During Construction Activities. The applicant shall comply with Regulation VIII Rule 8011 and implement the following dust control measures during all construction-related activities: • The applicant shall submit a Dust Control Plan subject to review and approval of the SJVAPCD at least 30 days prior to the start of any construction activity on a site that includes 5 acres or more of disturbed surface area. Specific control measures for construction, excavation, extraction, and other earthmoving activities required by the SJVAPCD include: • 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 in order to comply with Regulation VIII's 20 percent opacity limitation. • All onsite unpaved roads and offsite unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. • All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. • When materials are transported offsite, 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. • All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent	Community and Economic Development Department	During project construction.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
public streets at the end of each workday. However, the use of blower devices is expressly forbidden, and the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. • 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. • Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. • Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.			
Mitigation Measure 3.4.1b: Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510. The applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions and submit an Air Impact Assessment (AIA) application to the SJVAPCD prior to the City Council Hearing and pay any applicable offsite mitigation fees prior to issuance of the first building permit.	Community and Economic Development Department	Prior to City Council Hearing, prior to issuance of first building permit and during project construction.	
Mitigation Measure 3.4.2: Implement Operation-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review. Implementation Plans prepared by the applicant, and subsequent development projects, shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 will require reductions of 33.3% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions and submit an Air Impact Assessment (AIA) application to the SJVAPCD prior to the City Council Hearing and pay any applicable offsite mitigation fees prior to issuance of the first building permit.	Community and Economic Development Department	Prior to City Council hearing and prior to issuance of first building permit.	
Climate Change			
Mitigation Measure 3.5.1a: Implement Construction-Related GHG Reduction Measures. The project proponent shall require implementation of all feasible GHG reduction measures during construction, including but not limited to the following: • Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); and • Limit idling time for commercial vehicles, including delivery and construction vehicles.	Community and Economic Development Department	During project construction.	
Mitigation Measure 3.5.1b: Implement Operation-Related GHG Reduction and Energy Efficiency Measures. The project proponent shall require implementation of all feasible energy efficiency and GHG reduction measures during operations, including but not limited to the following: • Provide Employee Ride Sharing Program • Exceed Title 24 (15% improvement);	Community and Economic Development Department	All energy efficiency and GHG reduction measures shall be incorporated into the building permit plans (except the employee ride share program). All reduction measures shall be verified prior to occupancy.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
• Install high-efficiency lighting (25% lighting energy reduction); • Install low-flow bathroom faucets (32% reduction in flow); • Install low-flow kitchen faucets (18% reduction in flow); • Install low-flow toilets (20% reduction in flow); • Install low-flow showers (20% reduction in flow); • Use water-efficient irrigation systems (6.1% reduction in flow); and Institute recycling and composting services (20% reduction in waste disposed).			
Noise			
Mitigation Measure 3.6.1: Implement Construction-Related Noise Reducing Measures. The city shall ensure that the project applicant (or construction contractor) implement the following measures: • Construct 8-foot project screening walls as early as feasible in the construction schedule. • Construction activities shall be limited to the daytime hours between 7:00 a.m. and 9:00 p.m. Monday through Friday, and to between 9:00 a.m. and 9:00 p.m. on weekends and holidays to avoid noise-sensitive hours of the day. • Construction equipment and vehicles shall be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment shall be equipped with mufflers, and impact tools shall be equipped with shrouds or shields. • Equipment that is quieter than standard equipment shall be utilized where feasible and appropriate. • Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences. • Haul routes that affect the fewest number of people shall be selected. Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Modesto in the event of problems.	Community and Economic Development Department	The 8-foot tall wall shall be completed prior to issuance of a building permit for the first building. All other noise reducing measures shall be implemented during project construction.	
Mitigation Measure 3.6.2: Implement Measures to Reduce HVAC Equipment Noise. The project applicant shall ensure that building equipment (e.g., HVAC units) will be located as far away from nearby residences as possible, on building rooftops, and properly shielded by either a rooftop parapet or an enclosure that effectively blocks the line of sight of the source from the nearest receptors.	Community and Economic Development Department	Prior to issuance of a building permit for all buildings on the project site.	
Hydrology and Water Quality			
Mitigation Measure 3.7.1: Prepare Comprehensive Drainage Plan and Implement Recommendations. Prior to the initiation of construction activities, the project proponent shall complete a comprehensive drainage plan, which shall be submitted to the City Engineer for approval. The comprehensive drainage plan shall consider proposed and existing facilities, their locations, grades, stormwater flows, and shall implement measures (both on-site and off-site) to ensure flows	Community and Economic Development Department and Public Works Department	Prior to issuance of first building, encroachment, or grading permit.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
would be managed and/or directed into stormwater drainage and other stormwater management facilities, to the extent needed to minimize localized flooding, erosion, and sedimentation to the satisfaction of the City Engineer. The comprehensive drainage plan shall also include the deployment of additional stormwater management facilities and BMPs, which may include but would not be limited to swales, detention basins, infiltration basins, increased use of pervious surfaces, and other stormwater controls as warranted.			
Cultural Resources (as originally identified in the City's Initial Study EA No. 2011-40, May 11, 2012)			
MEIR 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.	Community and Economic Development Department	During and after project construction.	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-17

RESOLUTION APPROVING AN AMENDMENT TO THE MODESTO URBAN AREA GENERAL PLAN TO RE-DESIGNATE APPROXIMATELY TEN ACRES FROM MIXED USE TO COMMERCIAL AND APPROXIMATELY EIGHT ACRES FROM RESIDENTIAL TO COMMERCIAL, PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SYLVAN AVENUE AND OAKDALE ROAD. (BERBERIAN HOLDINGS, L.P.)

WHEREAS, a General Plan for the City of Modesto entitled "City of Modesto Urban Area General Plan", was adopted by the City Council by Resolution No. 95-409 on August 15, 1995, in accordance with Section 65300 of the Government Code, 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 and 2012-430, copies of which are on file in the office of the City Clerk, and

WHEREAS, Government Code Section 65358 permits the amendment of General Plans by the legislative body, and

WHEREAS, Berberian Holdings, L.P. has applied for an amendment to the General Plan to re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, the applicant has submitted a "General Plan Amendment Request" documenting the need for the proposed amendment, as required by General Plan Policy II-C(4)(b), and

WHEREAS, the Community & Economic Development Department has analyzed the proposed amendment's effects compared to the adopted General Plan for: compatibility with surrounding; existing and planned land uses; traffic impacts, both existing and planned; air quality impacts; water quality impacts; water supply and wastewater; preservation of open space, both existing and planned; and public facilities and public services, both existing and planned, including financing approaches, as required by General Plan Policy II-C(4)(c), and

WHEREAS, a Final Environmental Impact Report was prepared for the Marketplace Project (SCH No. 2013022013) which analyzed the potential environmental effects of the proposed amendment, and

WHEREAS, on November 18, 2013, 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 re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, after said public hearing, the Planning Commission adopted Resolution No. 2013-19, recommending to the City Council an amendment to the Modesto Urban Area General Plan to re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, said matter was set for a public hearing of the City Council to be held at 5:30 PM on December 10, 2013, 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 re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest corner of Oakdale Road and Sylvan Avenue,

WHEREAS, the City Council heard testimony at the December 10, 2013 public hearing of the City Council, closed the public hearing, and continued the item to the January 7, 2013 City Council Hearing to allow staff to analyze and respond to materials submitted by project opponents, and

WHEREAS, staff has reviewed the materials and determined that no new information was presented that would create the need for any changes to the Project EIR, and

WHEREAS, said matter was further considered at the regular meeting of the City Council held at 5:30 PM on January 7, 2014, 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 it hereby finds and determines as follows:

1. The proposed shopping center meets the criteria for locating a shopping center at the intersection of arterial streets, and there have been two previous shopping center proposals approved at this intersection in accordance with this policy.

2. The City has experienced significant residential growth in northeast Modesto over the past 20 years without a corresponding development of retail services. It is the City's desire to expand retail services in northeast Modesto to serve area residents and also allow opportunities for retailers to locate in modern and attractive commercial space. The amendment will provide commercial development that serves surrounding neighborhoods and creates jobs for area residents. The amendment will result in an architecturally unique and attractive shopping center that is consistent with the design standards promoted by the City.

3. The City has received and reviewed the "General Plan Amendment Request" (**Exhibit "B"**) and the "Additional Information For The Marketplace Provided by Project Applicant Berberian Properties" (**Exhibit "C"**) submitted by the applicant in accordance with General Plan Policy II-C(4)(b), and have determined that they provide sufficient justification to support the proposed amendment, both in terms of suitability of the site for a retail center and it's conformance with General Plan policy, and in the need for a center of the proposed size to create an economically viable center.

4. The proposed amendment has been analyzed for its effects compared to the adopted General Plan for: compatibility with surrounding, existing and planned land uses; traffic impacts, both existing and planned; air quality impacts; water quality impacts; water supply and wastewater; preservation of open space, both existing and planned; and public facilities and public services, both existing and planned, including financing approaches, as required by General Plan Policy II-C(4)(c)

5. The proposed project is consistent with the General Plan Housing Element. The subject property was not identified in the Housing Element as a potential location to meet the Regional Housing Needs Allocation (RHNA). The remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need.

6. A Final Environmental Impact Report for the Marketplace Project (SCH No. 2013022013) has been prepared, which analyzed the potential environmental effects of the proposed amendment, in accordance with the requirements of CEQA.

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 to re-designate approximately ten acres from Mixed Use (MU) to Commercial (C), and approximately eight acres from Residential (R) to Commercial (C), property located at the southwest

corner of Sylvan Avenue and Oakdale Road, 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 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 7th day of January, 2014, 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

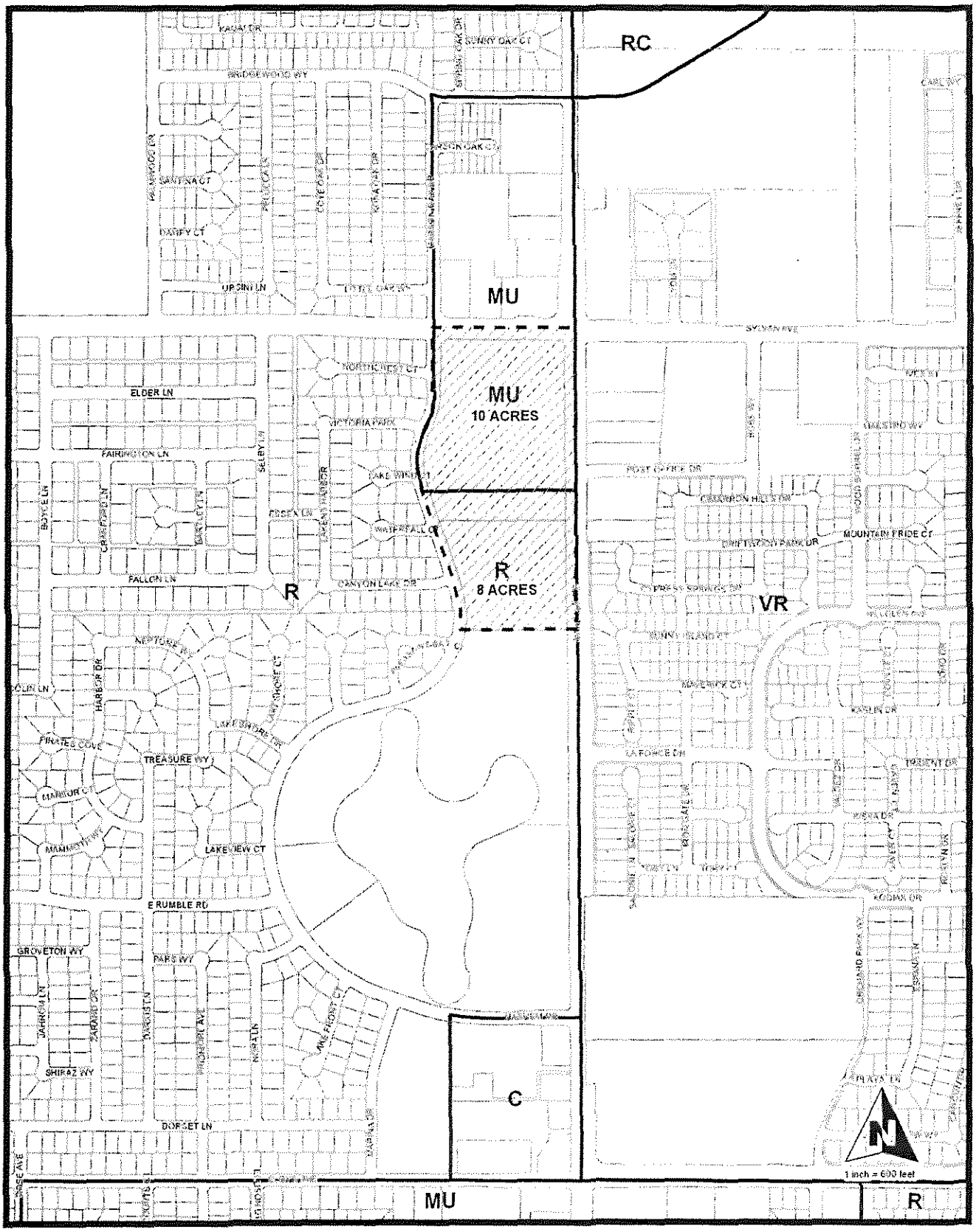
(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

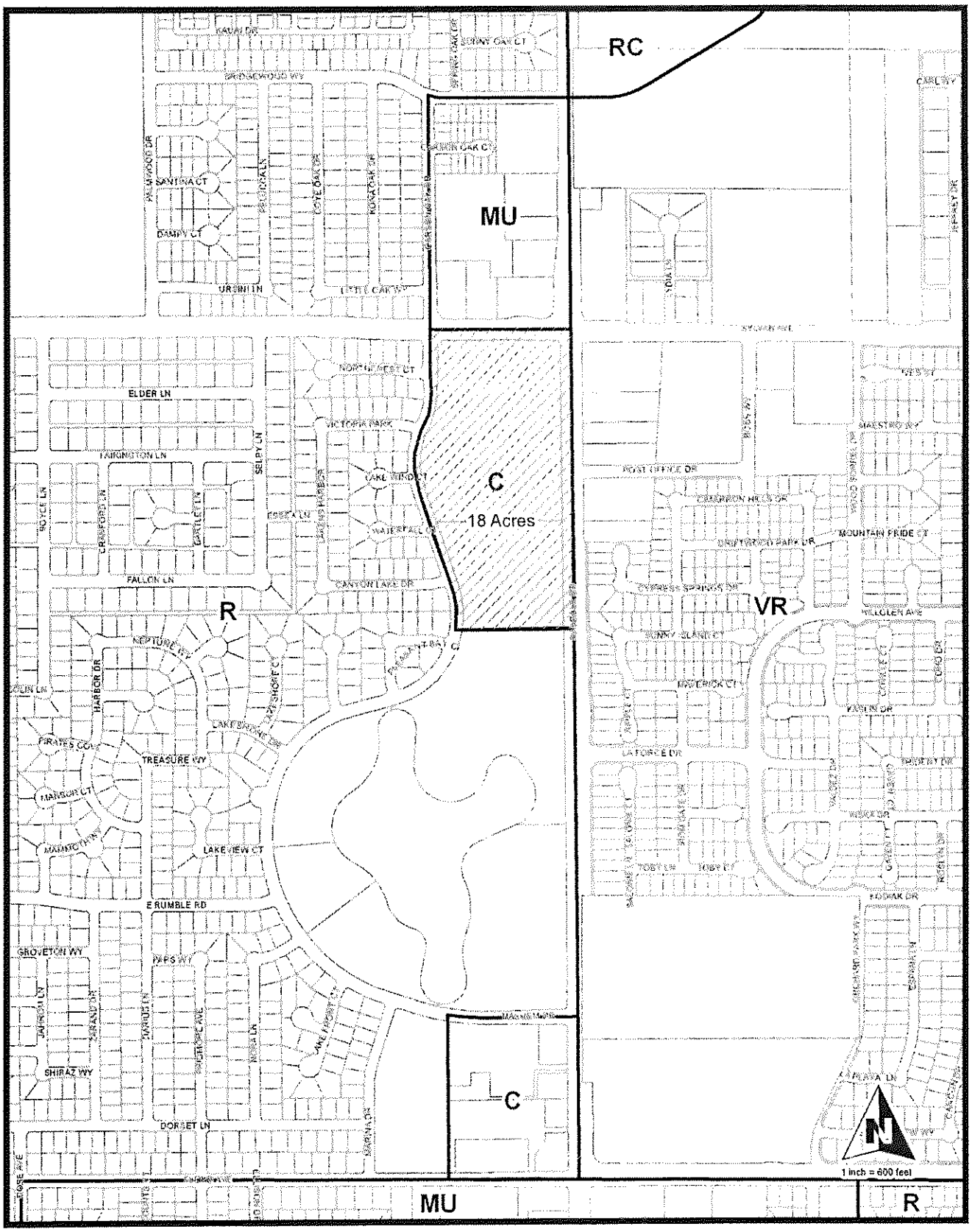
Exhibit "A"

GENERAL PLAN AMENDMENT



EXISTING GENERAL PLAN LAND USE BOUNDARIES

GPA-13-001



PROPOSED GENERAL PLAN LAND USE BOUNDARIES

GPA-13-001

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-18

Print

RESOLUTION APPROVING A DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT ZONE, P-D(596) (BERBERIAN HOLDINGS, L.P.)

WHEREAS, the City Council, by Ordinance 1807-C.S., effective March 8, 1979, amended Section 10-3-9 of the Zoning Map to rezone from Low Density Residential Zone, R-1, to Planned Development Zone, P-D(211), to allow a combination of apartments and condominiums for property located on the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, the City Council, by Ordinance 2057-C.S., effective August 13, 1981, rezoned a portion of Planned Development Zone, P-D(211), to Planned Development Zone, P-D(308), to allow a neighborhood shopping center, located at the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, the City Council, by Ordinance 2228-C.S., effective December 22, 1983, amended Section 10-3-9 of the Zoning Map to repeal Planned Development Zone, P-D(308), and rezone to Planned Development Zone, P-D(211), to allow multiple family dwellings or condominiums, property located in the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, the City Council, by Ordinance 2547-C.S., effective October 22, 1987, rezoned a portion of Planned Development Zone P-D(211), to Planned Development Zone, P-D(428), for a neighborhood shopping center, property located on the southwest corner of Sylvan and Oakdale Road, and

WHEREAS, the City Council, by Ordinance 2903-C.S., effective June 2, 1994, amended Section 10-3-9 of the Zoning Map to repeal Planned Development Zone, P-D(428),

and rezone to Planned Development Zone, P-D(211), which allowed multi-family residential housing, property located in the southwest corner of Sylvan Avenue and Oakdale Road, and

WHEREAS, Berberian Holdings, L.P. filed an application on November 16, 2011 for an amendment to Section 10-3-9 of the Zoning Map to rezone the portion of P-D(211) located at the southwest corner of Sylvan Avenue and Oakdale Road to a new Planned Development Zone to allow for an 18-acre neighborhood shopping center, and

WHEREAS, the Planning Commission on September 17, 2012, adopted Resolution No. 2012-11, recommending approval of the rezoning to the City Council, and

WHEREAS, prior to the City Council hearing for the rezoning the applicant withdrew the rezoning request for the purpose of re-filing the application and initiating an Environmental Impact Report for the Project, and

WHEREAS, a verified application for an amendment to Section 10-3-9 of the Zoning Map was filed by Berberian Holdings, L.P. on January 7, 2013, to reclassify from Planned Development Zone, P-D(211), to Planned Development Zone, P-D(596) to allow an 18-acre neighborhood shopping center known as "The Marketplace", property located at the southwest corner of Sylvan Avenue and Oakdale Road, described as follows:

> ALL that certain real property situated in the City of Modesto, County of Stanislaus, State of California, lying within the Southeast Quarter of Section 10, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:
>
> BEGINNING at the Northeast corner of said Southeast Quarter of Section 10, said corner also being the center line intersection point of City roads known as Oakdale Road and Sylvan Avenue; thence South 00°38'44" East along the East line of said Southeast quarter of Section 10 and the center line of Oakdale Road, a distance of 1400.35 feet; thence leaving last said line and proceeding South 89°21'16" West, a distance of 528.17 feet to a point on the Easterly right of way line of a 60.00 foot wide City road known as Hashem Drive; thence North 80°28'41" West, a distance of 30.00 feet to a point on the center line of said

Hashem Drive and being a point of curvature of curve concave Westerly, having a radius of 400.00 feet, of which the radius point bears North 80°28'41" West; thence Northerly along last said center line and the arc of said curve, through a central angle of 28°57'33", an arc distance of 202.17 feet; thence continuing along said center line, North 19°26'14" West, a distance of 475.32 feet to a point of curvature of a tangent curve concave Easterly, having a radius of 400.00 feet; thence Northerly along said center line and along the arc of said curve, through a central angle of 46°32'00", an arc distance of 324.86 feet to a point of reverse curvature of a curve, concave Westerly, having a radius of 300.00 feet, of which the radius point bears North 62°54'14" West; thence Northerly along said center line and along the arc of said curve, through a central angle of 27°12'10", an arc distance of 142.43 feet; thence continuing along last said center line, North 00°06'24" West, a distance of 300.00 feet to a point on the on the North line of said Southeast Quarter of Section 10 and the center line of Sylvan Avenue; thence North 89°53'36" East along last said line, a distance of 663.93 feet to the point of beginning of this description.

CONTAINING 21.31 acres more or less

WHEREAS, a Final Environmental Impact Report was prepared for the Marketplace Project (SCH No. 2013022013) which analyzed the potential environmental effects of the proposed rezoning, and

WHEREAS, after a public hearing held on November 18, 2013, 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. 2013-20, that rezoning of the property as requested will not be detrimental to the public health, safety or welfare because the rezoning to Planned Development would provide for a shopping center development that is compatible with surrounding residential and commercial uses, the requested zone change will result in an orderly planned use of land because the design features of the project and the conditions of approval will ensure that the project is compatible with the adjacent residential uses, and the requested zone change is in accordance with the community objectives as set forth in the Modesto Urban Area General Plan because the project is consistent with the Commercial (C) General Plan

Land Use Designation (as amended), and the project meets General Plan Neighborhood Prototype criteria that calls for locating a shopping center at the intersection of arterial streets, and

WHEREAS, the Planning Commission, by its Resolution No. 2013-20, recommended approval to the City Council of the proposed rezoning from Planned Development Zone, P-D(211) to Planned Development Zone, P-D(596), with the addition of a condition prohibiting all vehicular access from the proposed shopping center to Hashem Drive and limiting access to Hashem Drive to pedestrian-only, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on December 10, 2013, 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, the City Council heard testimony at the December 10, 2013 public hearing of the City Council, closed the public hearing, and continued the item to the January 7, 2013 City Council Hearing to allow staff to analyze and respond to materials submitted by project opponents, and

WHEREAS, staff has reviewed the materials and determined that no new information was presented that would create the need for any changes to the Project EIR, and

WHEREAS, said matter was further considered at the regular meeting of the City Council held at 5:30 PM on January 7, 2014, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

WHEREAS, after said deliberations the Council found and determined that the application of Berberian Holdings, L.P. 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 for the reasons set forth in Planning Commission Resolution No. 2013-20 and quoted above, and

WHEREAS, the Council has introduced Ordinance No. 3597-C.S. on the 7th day of January, reclassifying the above-described property from Planned Development Zone, P-D(211), to Planned Development Zone, P-D(596),

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(596), is hereby approved with driveways on Hashem Drive subject to the following conditions:

PLANNING

1. Prior to issuance of a building permit for the first building, walls shall be constructed as follows, to the satisfaction to the Director of Community and Economic Development:

    a. Eight-foot high decorative masonry wall with cap treatment along the south and west property lines.

2. The landscaping provided in front of the east side of the "Major D" building shall be designed to soften the building. Prior to issuance of a building permit, landscape and irrigation plans shall be reviewed by the Community and Economic Development Director.

3. Prior to issuance of a building permit, trash enclosures shall be designed using building materials, colors and finishes which are consistent or compatible with those used in the major buildings of the development, as approved by the Community and Economic Development Director.

4. Prior to issuance of a building permit, the developer shall submit a plan for a screen wall for the outdoor loading adjacent to the "Anchor" and "Major D" Building designed to screen views from Oakdale Road, to the satisfaction of the Community and Economic Development Director.

5. Loading facilities shall be architecturally integrated with the design of the building to the satisfaction of the Community and Economic Development Director. Colors and materials should complement the form and massing of a building and reinforce a sense of compatibility with the neighborhood or district.

6. Prior to issuance of a building permit, the developer shall submit a lighting plan that includes the location and design of proposed lighting fixtures for review and approval by the Community and Economic Development Director.

7. Prior to issuance of a building permit, a photometric lighting plan shall be submitted for review and approval by the Community and Economic Development Director. Fixtures should be of a type or adequately shielded so as to prevent glare from normal viewing angles. Said plans shall include specifications of the proposed lighting fixtures and demonstrate the adequate shielding of lighting fixtures to minimize glare or light spillage upon neighboring residents west of the project site. The height of the lighting fixtures in the area between the westerly property line and the "Inline1&2" and "Major A-C" building should not exceed 15 feet above grade.

8. All signs shall conform to the approved sign program for the Marketplace Project. All other signs shall conform to the C-3 zone.

9. Prior to issuance of a sign permit for the "gateway sign" at the southwest corner of Sylvan Avenue and Oakdale Road, the developer shall submit plans for review and approval to the satisfaction of the Community and Economic Development Director. The sign shall be reviewed for conformance with the City's Commercial and Industrial Guidelines.

10. Wall signs located on the westerly elevations of "Anchor" and Inline 1 & 2 and Major A-C buildings shall be non-illuminated and less than eight feet in height.

11. Prior to issuance of building permit, the applicant shall submit a cross-section drawing, showing how all rooftop equipment is to be screened from view (including dimensions, materials, colors, etc.) to the satisfaction of the Director of Community and Economic Development. Roof-mounted equipment, including but not limited to air conditioners, fans, vents, antennas, and dishes should be set back from the roof edge and placed behind a parapet wall or in an enclosure, so they are not

visible to motorists or pedestrians. Screening for equipment should be integrated into the building and roof design by the use of compatible materials, colors and forms. Wood lattice and fence-like coverings are not allowed for screening.

12. Prior to Certificate of Occupancy of any structure, all ground mounted utility structures such as transformers and HVAC equipment shall be located out of view from a public street to the satisfaction of the Director of Community and Economic Development. Equipment shall be placed underground or adequately screened though the use of landscaping or masonry walls.

13. Prior to issuance of building permit for any pad buildings, the developer shall submit building elevations to the Planning Division for review and approval to the satisfaction of the Community and Economic Development Director. The plans shall be reviewed for conformance with the City's Commercial and Industrial Guidelines and the Design Guidelines for the Marketplace Shopping Center.

14. Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development construction drawings. Construction drawings for all buildings in the development will be reviewed for conformance with the approved elevations on file and the approved Design Guidelines for the Marketplace Shopping Center.

15. Construction drawings shall demonstrate that new ladders for roof access are mounted on the inside of the building to the satisfaction of the Director of Community and Economic Development.

16. Where changes in a parapet height occur, a return into the building should be provided, for a distance of at least 6 feet, so that the thickness of the wall panel cannot be observed or readily discerned by the public.

BUILDING SAFETY

17. Prior to occupancy, the developer shall provide permanently anchored bicycle racks within 200 feet of each visitors entrance, readily visible to passers-by, for 5 percent of visitor motorized vehicle parking capacity, with a minimum of one two-bike capacity rack to the satisfaction of the Chief Building Official.

18. Prior to occupancy, the developer shall provide designated parking for any combination of low-emitting, fuel-efficient and carpool/van pool vehicles as follows:

TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED SPACES
0-9	0

10-25	1
26-50	3
51-75	6
76-100	8
101-150	11
151-200	16
201 and over	At least 8 percent of total

Paint, in the paint used for stall striping, the following characters such that the lower edge of the last word aligns with the end of the stall striping and is visible beneath a parked vehicle:

CLEAN AIR VEHICLE

19. Prior to occupancy, the developer shall install permanently anchored bicycle racks within 200 feet of each visitors' entrance, readily visible to passers-by, for 5 percent of visitor motorized vehicle parking capacity, with a minimum of one two-bike capacity rack, to the satisfaction of the Chief Building Official.

FIRE PREVENTION

20. One fire hydrant will be needed. Spacing and distribution shall be 300 feet O.C to the satisfaction of the Fire Marshal.

21. An automatic fire sprinkler system will be required for buildings greater than 5,000 s.f. to the satisfaction of the Fire Marshal

22. Fire Department access roads shall be 20 feet unobstructed width and shall afford a minimum inside turning radius of 25 feet and an outside radius of 45 feet to the satisfaction of the Fire Marshal.

23. Fire Department Connection (FDC) should be accessible and located within 90 feet of a fire hydrant. FDC inlets should be no higher than 49 inches AFF to the satisfaction of the Fire Marshal.

LANDSCAPING

24. Prior to issuance of a building permit, the applicant shall submit Landscape and Irrigation plans that meet current MMC, City of Modesto and State of California landscape and irrigation specifications and regulations; for review and approval by the Department of Parks, Recreation and Neighborhoods Department Director.

25. Prior to occupancy, the developer shall improve the existing landscaping buffer between the development and the residences along Hashem Drive and include climbing vines on the CMU block wall, upright shrubs, ground cover and ornamental trees to the satisfaction of

the Department of Parks, Recreation and Neighborhoods Department Director.

26. Prior to occupancy, the developer shall replace existing street trees along Hashem Drive that exhibit signs of poor health or are distressed with 24" box-sized trees; varieties to be approved by Community Forestry and to the satisfaction of the Department of Parks, Recreation and Neighborhoods Department Director.

27. All parking lot areas shall meet current City of Modesto MMC requirements for parking lot shading including providing for 50% shade coverage within 10 years of Certificate of Occupancy, MMC 10-2.2006.

28. Prior to occupancy, screen landscaping shall be installed in the planter on the north side of wall along the south property line to the satisfaction of the Department of Parks, Recreation and Neighborhoods Department Director.

29. Prior to occupancy of any structure, climbing vines or other similar plant materials shall be provided to protect the outside of the walls along the south and west property lines from graffiti to the satisfaction of the Community and Economic Development Director. The Landscaping plans shall note the type of plant material used.

SOLID WASTE

30. Prior to issuance of a building permit, if buildings are going to be sharing an enclosure, there must be an enclosure sharing agreement as to which buildings belong to which enclosure. The City must have this on file, as well as the applicant. Each enclosure must have a 10.5' apron in front of each enclosure. All enclosures must meet the City's size and design requirements.

LAND DEVELOPMENT ENGINEERING

31. Prior to occupancy, the following improvements shall be completed along the project street frontage in accordance with City of Modesto Standard Specifications and as required by the City Engineer or designee pursuant to improvement plans approved by Land Development Engineering. Improvements shall include but are not limited to: a separated eastbound right-turn-lane from Sylvan Avenue to Oakdale Road, bus turnout on Oakdale Road, a traffic signal at the intersection of Oakdale Road and Post Office Drive/main project driveway, and a deceleration lane for the main project driveway on Oakdale Road.

32. Prior to issuance of a building permit, street dedication shall be provided as required by the City Engineer or designee pursuant to improvement plans approved by the Land Development Engineering.

33. Prior to issuance of the first building permit, (other than permits required for pond improvements) for the Marketplace development, the pond will need to be improved to the conditions as shown in the approved Plan for the Improvement of Naraghi Lakes dated February 1981 to the satisfaction of the City Engineer. The pond shall be restored in a manner to provide for a storage capacity of 4.8 acre feet to the satisfaction of the City Engineer. In the event the developer cannot obtain the necessary access approvals from the property owner after a good faith effort, the City Engineer may extend the deadline to complete the pond improvements.

34. Currently the City of Modesto is obligated to only maintain portions of the positive storm drain system within the basin as described in the Storm Drain Maintenance Agreement between the City of Modesto and the Association. Prior to issuance of a building permit, the developer shall join the existing Naraghi Lakes Home Owner Association; or enter into an agreement with it for maintenance of the drainage system; or form a new Property Owners Association; or enter into an agreement with the City of Modesto for the purpose of establishing the project's share of the maintenance of the storm drain basin and pond. Any agreement with the Association or the City shall be submitted to the City of Modesto prior to improvement plan approval to the satisfaction of the Community and Economic Development Director

35. A second water connection shall be provided to the 10-inch main Oakdale Road to the satisfaction of the City Engineer.

36. Developer shall be responsible to obtain all applicable permits as required by the City of Modesto.

37. Within 60 days of City Council approval, the developer shall dedicate right-of-way on Oakdale Road and Sylvan Avenue that reflects the approved site plan as stamped by the City, to the satisfaction of the Community and Economic Development Director or designee.

38. Prior to issuance of a building permit, the developer shall dedicate public utility easements as required by the utility companies and the City Engineer.

39. All existing underground and aboveground utilities, irrigation, and electrical lines shall be protected, relocated, or removed as required by the respective utility company, Modesto Irrigation District, and/or City Engineer. Easements for utilities, irrigation, and electrical lines to remain shall be dedicated as required.

40. Prior to the issuance of a building permit, improvement plans for any required improvements shall be prepared by a Registered Civil Engineer and approved by the City Engineer or designee.

Improvements shall be constructed in accordance with the approved plans.

41. Prior to issuance of a building permit, the improvement plans shall include a minimum 100 foot driveway throat depth measured from the property line after right of way dedication at the driveway on Oakdale Road for the Anchor and Major D Building to the satisfaction of the City Engineer.

STORMWATER QUALITY

42. Prior to the issuance of a Grading or Building Permit, Developer shall obtain coverage for the construction project under the General Construction Activity Permit (General Permit) issued by the State Water Resources Control Board (SWRCB). To obtain coverage under the General Permit, a Notice of Intent (NOI) must be filed with the SWRCB. Upon receipt of NOI, the SWRCB will issue a Waste Discharge Identification Number (WDID Number) to the construction project.

43. The General Construction Permit requires the Developer to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) for the construction project. Submit one copy of the SWPPP to Land Development Engineering, Stormwater for review.

44. Prior to the issuance of a Grading or Building Permit, Developer shall provide plans for trash enclosure to be sufficiently elevated to prevent stormwater run-on from parking lot, and graded to drain to adjacent landscape area(s).

45. Prior to the issuance of a Grading or Building Permit, Developer shall submit a plan to retain and infiltrate stormwater runoff on site, incorporating pervious landscape features into the project design wherever possible.

46. Prior to the issuance of a Grading 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 ½" of stormwater run-off from site.

47. Prior to the issuance of a Grading 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.

GENERAL

48. Capital Facilities Fees (CFF) will be due and payable at the time building permits are issues. **Attached** is a current CFF schedule. The City does have a deferral process available if the landowner(s) desires to participate. The deferral program allows the landowner to pay 20% of Capital Facilities, Water Connection and Wastewater Capacity Fees at the time of building permit issuance, balance paid over 5 years, with interest. The fees quotes above are valid through June 30, 2012.

49. 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.

50. Prior to 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 Community and Economic Development Director.

51. All construction documentation shall be coordinated for consistency, including but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department.

52. 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.

53. Any activity in the loading dock area, including the parking of trucks, may be conducted only between the hours of 6:00 a.m. and 10:00 p.m.

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

55. Outdoor storage shall only be permitted within those areas shown on the approved site plan. No materials or equipment may be stored to a height greater than the height of the screen wall. Areas designated for off-street parking, loading, circulation and maneuvering shall not be used for the outdoor storage of materials or equipment.

56. 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.

57. The project is subject to all mitigation measures from the Marketplace Environmental Impact Report which are included in the **attached** Mitigation Monitoring and Report Program, **Exhibit "A"**.

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

58. MEIR Table V-8-1 (b-f):

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

SECTION 2. DEVELOPMENT SCHEDULE. The following development schedule is hereby approved for said Planned Development Zone, P-D(596):

Construction to begin on or before two years following the date of City Council Approval, and completion to be not later than January 1, 2019.

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(596), 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 January 7, 2014, 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 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By: _____
Community & Economic Development Department
Planning Division

Exhibit "A"

MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
Aesthetics			
Mitigation Measure 3.1.2 Outdoor Lighting Standards. All outdoor light fixtures shall be located, aimed or shielded so as to minimize stray light trespassing across property boundaries. Fixtures shall be full cut-off and nighttime friendly, consistent with LEED goals and Green Globes criteria for light pollution reduction. The project applicant is required to prepare a photometric plan demonstrating that lighting will not spillover onto adjacent properties. Furthermore, the project will adhere to all City regulations relating to signage and the shielding of light in order to reduce any potential negative effects from new light sources (per Municipal Code Title 10, Chapter 6). These standards shall be included in the project conditions of approval as well as the mitigation monitoring and reporting program.	Community and Economic Development Department	Prior to issuance of first building permit.	
Traffic and Circulation			
Oakdale Road at La Force Drive (Intersection #6) **Mitigation Measure 3.3.1: Applicant to Provide Fair Share Contribution to Improvements at the La Force Drive at Oakdale Road Intersection.** Consistent with the City's CIP program, the applicant will provide a fair share contribution to the delineation of a westbound right turn lane at the Oakdale Road at LaForce Drive Intersection. Restriping the westbound La Force Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the westbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).	Community and Economic Development Department and Public Works Department	Fair share contribution prior to issuance of first building permit. CIP project timing to be coordinated with build out of the proposed project	
Oakdale Road at Hashem Drive (Intersection #7) **Mitigation Measure 3.3.2: City Shall Restripe Eastbound Hashem Drive at Oakdale Road Intersection.** Restriping the eastbound Hashem Drive from a shared left-right turn lane to an exclusive left-turn lane and an exclusive right-turn lane would improve LOS conditions from LOS F to LOS D during the p.m. peak hour. Because reconfiguration of the eastbound approach would improve LOS conditions from unacceptable to acceptable, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure).	Community and Economic Development Department and Public Works Department	During project construction.	
Oakdale Road at Floyd Avenue (Intersection #8) **Mitigation Measure 3.3.3: Applicant to Provide Fair Share Contribution to Improvements at the Oakdale Road at Floyd Avenue Intersection.** Consistent with the City's CIP program, the applicant will provide a fair share contribution to the installation of a southbound right turn lane at the Oakdale Road at Floyd Avenue Intersection and the installation of a third northbound through lane north of the intersection.	Community and Economic Development Department and Public Works Department	Fair share contribution prior to issuance of first building permit. CIP timing to be coordinated with build out of the proposed project	
Oakdale Road at Sylvan Avenue (Intersection #4) **Mitigation Measure 3.3.5a: City to Monitor and Install Overlap Phase for the Westbound Right Turn Lane for the Oakdale Road at Sylvan Avenue Intersection.** The City will monitor operations at the intersection and add an overlap phase when deemed necessary by the City Traffic Engineer.	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
Sylvan Avenue at Hashem Drive-Carson Oak Drive (Intersection #13) **Mitigation Measure 3.3.5c: City to Monitor and Install Traffic Signal for the Sylvan Avenue at Hashem Drive-Carson Oak Drive Intersection.** The City will monitor signal warrants at the intersection of Sylvan Avenue and Hashem Drive-Carson Oak Drive intersection and install a traffic signal when deemed necessary by the City Traffic Engineer. Installation of a traffic signal at the intersection would improve LOS conditions from LOS F to LOS A. Because the intersection would satisfy the peak-hour traffic signal warrant and installation of a traffic signal would improve LOS conditions from unacceptable to acceptable service levels, the project impact would be reduced to a less-than-significant level (refer to Appendix B for LOS output sheets with imposed mitigation measure and signal warrant sheets).	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	
Traffic and Circulation – Alternative #2 (Alternative Site Plan)			
Oakdale Road at Hashem Drive (Intersection #7) **Mitigation Measure Alternative #2: City to Monitor and Install either Median Island on Oakdale Road Restricting Access to Right-in, Right-out Vehicle Movement, or Installation of a Traffic Signal for the Oakdale Road/Hashem Drive Intersection.** The City will monitor traffic conditions at the Oakdale Road/Hashem Drive intersection and will install a median island or traffic signal when deemed necessary by the City Traffic Engineer.	Community and Economic Development Department and Public Works Department	On-going monitoring by City and when deemed necessary by the City Traffic Engineer.	
Air Quality			
Mitigation Measure 3.4.1a: Implement Dust Control Measures During Construction Activities. The applicant shall comply with Regulation VIII Rule 8011 and implement the following dust control measures during all construction-related activities: • The applicant shall submit a Dust Control Plan subject to review and approval of the SJVAPCD at least 30 days prior to the start of any construction activity on a site that includes 5 acres or more of disturbed surface area. Specific control measures for construction, excavation, extraction, and other earthmoving activities required by the SJVAPCD include: • 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 in order to comply with Regulation VIII's 20 percent opacity limitation. • All onsite unpaved roads and offsite unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. • All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. • When materials are transported offsite, 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. • All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent	Community and Economic Development Department	During project construction.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
public streets at the end of each workday. However, the use of blower devices is expressly forbidden, and the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. • 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. • Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. • Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.			
Mitigation Measure 3.4.1b: Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510. The applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions and submit an Air Impact Assessment (AIA) application to the SJVAPCD prior to the City Council Hearing and pay any applicable offsite mitigation fees prior to issuance of the first building permit.	Community and Economic Development Department	Prior to City Council Hearing, prior to issuance of first building permit and during project construction.	
Mitigation Measure 3.4.2: Implement Operation-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review. Implementation Plans prepared by the applicant, and subsequent development projects, shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 will require reductions of 33.3% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of $9,350/ton for NOx emissions and $9,011/ton for PM10 emissions and submit an Air Impact Assessment (AIA) application to the SJVAPCD prior to the City Council Hearing and pay any applicable offsite mitigation fees prior to issuance of the first building permit.	Community and Economic Development Department	Prior to City Council hearing and prior to issuance of first building permit.	
Climate Change			
Mitigation Measure 3.5.1a: Implement Construction-Related GHG Reduction Measures. The project proponent shall require implementation of all feasible GHG reduction measures during construction, including but not limited to the following: • Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); and • Limit idling time for commercial vehicles, including delivery and construction vehicles.	Community and Economic Development Department	During project construction.	
Mitigation Measure 3.5.1b: Implement Operation-Related GHG Reduction and Energy Efficiency Measures. The project proponent shall require implementation of all feasible energy efficiency and GHG reduction measures during operations, including but not limited to the following: • Provide Employee Ride Sharing Program • Exceed Title 24 (15% improvement);	Community and Economic Development Department	All energy efficiency and GHG reduction measures shall be incorporated into the building permit plans (except the employee ride share program). All reduction measures shall be verified prior to occupancy.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
• Install high-efficiency lighting (25% lighting energy reduction); • Install low-flow bathroom faucets (32% reduction in flow); • Install low-flow kitchen faucets (18% reduction in flow); • Install low-flow toilets (20% reduction in flow); • Install low-flow showers (20% reduction in flow); • Use water-efficient irrigation systems (6.1% reduction in flow); and Institute recycling and composting services (20% reduction in waste disposed).			
Noise			
Mitigation Measure 3.6.1: Implement Construction-Related Noise Reducing Measures. The city shall ensure that the project applicant (or construction contractor) implement the following measures: • Construct 8-foot project screening walls as early as feasible in the construction schedule. • Construction activities shall be limited to the daytime hours between 7:00 a.m. and 9:00 p.m. Monday through Friday, and to between 9:00 a.m. and 9:00 p.m. on weekends and holidays to avoid noise-sensitive hours of the day. • Construction equipment and vehicles shall be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment shall be equipped with mufflers, and impact tools shall be equipped with shrouds or shields. • Equipment that is quieter than standard equipment shall be utilized where feasible and appropriate. • Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences. • Haul routes that affect the fewest number of people shall be selected. Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Modesto in the event of problems.	Community and Economic Development Department	The 8-foot tall wall shall be completed prior to issuance of a building permit for the first building. All other noise reducing measures shall be implemented during project construction.	
Mitigation Measure 3.6.2: Implement Measures to Reduce HVAC Equipment Noise. The project applicant shall ensure that building equipment (e.g., HVAC units) will be located as far away from nearby residences as possible, on building rooftops, and properly shielded by either a rooftop parapet or an enclosure that effectively blocks the line of sight of the source from the nearest receptors.	Community and Economic Development Department	Prior to issuance of a building permit for all buildings on the project site.	
Hydrology and Water Quality			
Mitigation Measure 3.7.1: Prepare Comprehensive Drainage Plan and Implement Recommendations. Prior to the initiation of construction activities, the project proponent shall complete a comprehensive drainage plan, which shall be submitted to the City Engineer for approval. The comprehensive drainage plan shall consider proposed and existing facilities, their locations, grades, stormwater flows, and shall implement measures (both on-site and off-site) to ensure flows	Community and Economic Development Department and Public Works Department	Prior to issuance of first building, encroachment, or grading permit.	

TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Responsibility	Timing	Sign Off
would be managed and/or directed into stormwater drainage and other stormwater management facilities, to the extent needed to minimize localized flooding, erosion, and sedimentation to the satisfaction of the City Engineer. The comprehensive drainage plan shall also include the deployment of additional stormwater management facilities and BMPs, which may include but would not be limited to swales, detention basins, infiltration basins, increased use of pervious surfaces, and other stormwater controls as warranted.			
Cultural Resources (as originally identified in the City's Initial Study EA No. 2011-40, May 11, 2012)			
MEIR 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.	Community and Economic Development Department	During and after project construction.	

Print

RESCINDED

MAY 26 2015

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2015-171

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-19

RESOLUTION APPROVING A REVISION TO VARIOUS AIRPORT RATES AND FEES FOR SPECIFIC ACTIVITIES AND SERVICES AT THE MODESTO CITY-COUNTY AIRPORT AND RESCINDING COUNCIL RESOLUTION 2013-96

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. The Airport implemented Rates and Fee increase during Fiscal Years 2009, 2010, and 2011 in response to the recessionary fiscal environment, and

WHEREAS, Modesto City Council Resolution 2013-96, passed on March 12, 2013, did not include all categories of revenue for the Modesto City-County Airport, and

WHEREAS, updating and amending Airport Rates and Fees as shown in **Attachment A** will capture all revenue sources and will allow the airport to recover growing operational expenses incurred by the airport budget, and

WHEREAS, during the past three years the CPI of the Western United States has increased 4.3%, and

WHEREAS, the Airport Advisory Committee, at its October 24, 2013 meeting, recommended the **attached** changes to various fees be forwarded onto City Council for its consideration, and

WHEREAS, all fees that were in Modesto City Council Resolution 2013-96 **Attachment A** (incomplete **attachment**) were raised by 4.3%, and

WHEREAS, a duly noticed public hearing was held by the Council on January 7, 2014 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 the revised **Attachment A**.

BE IT FURTHER RESOLVED that this Resolution shall go into effect and be in full force and operation on January 8, 2014.

BE IT FURTHER RESOLVED that Resolution No. 2013-96 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, by Councilmember Gunderson, 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:	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 LINDGREN, Interim City Attorney

SECTION 1. HANGARS. Rates and fees 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	$135.00	per month
Hangar A End Units	$155.00	per month
Hangar B	$162.00	per month
Hangar B End Units	$200.00	per month
Hangar C	$170.00	per month
Hangar C End Units	$207.00	per month
Hangar D	$153.00	per month
Hangar D End Units	$184.00	per month
Hangar E	$223.00	per month
Hangar E End Units	$261.00	per month
Hangar F	$223.00	per month
Hangar F End Units	$261.00	per month
Hangar G	$223.00	per month
Hangar G Storage Unit	$ 47.00	per month
Hangar H	$223.00	per month
Hangar H Storage Unit	$ 47.00	per month
Hangar I	$436.00	per month
Hangar J	$223.00	per month
Hangar K	$251.00	per month
Hangar K End Unit	$374.44	per month
Hangar K Storage Unit	$ 89.00	per month
Hangar L	$256.00	per month
Hangar L Storage Unit	$ 47.00	per month
Portables – Land Rent	$ 66.00	per month

If Hangar A, B, C, or D has electrical service, an additional $30.00 per month will be added to the monthly rate.

(b) Storage Hangars:

Hangar No. 1	CPI Adjustment Annually Effective July 1, Each Year	
Hangar No. 2	CPI Adjustment Annually Effective July 1, Each Year	
Hangar No. 3	$ 718.63	per month
Hangar No. 4	$1,223.44	per month
Hangar No. 5	$1,217.18	per month
Hangar No. 6	$ 713.41	per month
Hangar No. 7	Cumulative Tri-Annual CPI Adjustment Effective December 1, Each Year	

A five percent (5%) rental charge discount will be given when one year rental charge is paid in advance.

SECTION 2. AIRPORT KEYS

One (1) gate key and two (2) hangar keys provided at no cost, $45.00 for each additional key (hangar or gate).

SECTION 3. TIE-DOWN FEES. Tie-down rates and fees at the Modesto City-County Airport/Harry Sham Field are hereby established as follows, payable in advance:

(a) Tail-in Tie-Down – Monthly, helicopter or light single and multi-engine aircraft (under 12,500 lbs.) $ 41.00 per month

(b)	Taxi-in Tie-Down – Monthly, helicopter or light single and multi-engine aircraft (under 12,500 lbs.)	$	66.00	per month
(c)	Taxi-in Tie-Down – Monthly, helicopter or large multi-engine aircraft (over 12,500 lbs.)	$	.05	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 or twin-engine aircraft (under 12,500 lbs.)	$	9.75	per day
(f)	Taxi-In Tie-Down – Transient, helicopter or twin-engine aircraft (over 12,000 lbs.)	$	14.00	per day
(g)	Jets –	$	14.00	per day

A five percent (5%) rental charge discount will be given in the rental charges set forth in subparagraphs (a), (b), and (c), above when one year rental charge is paid in advance.

A volume discount for tie-down spaces may be given to Fixed Base Operators (FBO) that operate flight schools for light single and multi-engine aircraft (under 12,500 lbs.) 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 rates and fees 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)	Administration Building	$.90 per square foot All utility costs are paid by the City and tenants are billed quarterly for utility use

based on actual charges.

(b)	Office Building No. 1	$.90 per square foot All utilities paid by tenant
(c)	Office Building No. 2	$.90 per square foot All utilities paid by tenant

SECTION 5. TEMPORARY USE OF AIRPORT PASSENGER TERMINAL.

Temporary use of the passenger terminal for events or activities is billed at a daily rate of:

(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 or 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 month. All other trips for the same calendar month shall be charged at the same rates applied to nonscheduled aircraft carrying cargo for hire.

(d) No landing fee shall be charged for any aircraft that lands at the airport due to 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 aircraft carrying passengers, excluding "frequent flyers" or similar airline bonus award users, enplaning at Modesto City-County Airport/Harry Sham Field shall pay a PFC as approved by Federal Aviation Regulations (FAR) Part 158.

(a) Passenger enplaned by airline - $4.50 per ticketed passenger.

SECTION 8. ADVERTISEMENT CALLBOARD. Firms wishing to advertise in the airport passenger terminal shall have a current 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. 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. 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 of Two Hundred Dollars ($200.00), payable in advance.

Temporary operators shall also pay to the City as a minimum an additional sum of Ninety Dollars ($90.00) per month or any portion thereof, payable in advance, for the privilege of using the Airport and its facilities.

SECTION 11. 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. Reduced fees for fuel flowage can be negotiated by scheduled air carriers when volume purchases are made.

SECTION 12. PENALTIES. A five percent (5%) per month late fee shall be added to rates and fees established by this resolution when such rates and fees are not paid within thirty (30) days after they are due and payable. No penalties will be assessed on the Passenger Facility Charges.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-20

RESOLUTION APPROVING AN AGREEMENT WITH GILLIG LLC FOR THE PURCHASE OF BETWEEN NINE (9) AND THIRTY (30) LOW FLOOR TRANSIT BUSES OVER A FIVE (5) YEAR PERIOD

WHEREAS, the City desires to purchase transit buses for its Modesto Area Express (MAX) fixed route transit system, and

WHEREAS, the City participated in a consortium of transit agencies, led by the Central Contra Costa County Transit Authority (CCCTA), for the purpose of purchasing transit buses, and

WHEREAS, through a competitive procurement process CCCTA selected Gillig LLC and entered into an agreement with Gillig LLC for the purchase of buses, and

WHEREAS, as a member of the purchase consortium the City has the opportunity to enter into a bus purchase agreement with Gillig LLC under the same terms and conditions of the CCCTA agreement with Gillig LLC, and

WHEREAS, an agreement has been prepared between the City and Gillig LLC for the City to purchase between nine (9) and thirty (30) low floor transit buses over a five (5) year period commencing with the City's issuance of a Purchase Order to Gillig LLC for the first quantity of buses to be purchased under the agreement, and

WHEREAS, the pricing for each City order of buses from Gillig LLC will be identical to the pricing submitted to CCCTA by Gillig LLC, and

WHEREAS, City Council approval will be required prior to the issuance of a purchase order for each quantity of buses to be purchased under an approved agreement with Gillig.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Gillig LLC for the purchase of between nine (9) and thirty (30) low floor transit buses over a five (5) year period and authorizes the City Manager to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-21

RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO GILLIG LLC FOR TWENTY-TWO (22) LOW FLOOR TRANSIT BUSES FOR A TOTAL PRICE OF $11,018,739.87, INCLUDING TAX, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A PURCHASE ORDER IN THAT AMOUNT

WHEREAS, the City desires to purchase Twenty-two (22) transit buses for use with its Modesto Area Express (MAX) fixed route transit system, and

WHEREAS, on January 7, 2014, the City entered into an agreement with Gillig LLC, for the purchase of up to thirty (30) buses over a five year period, and

WHEREAS, Gillig LLC has provided the City of Modesto with a total price for twenty-two (22) 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 twenty-two buses for at a price, F.O.B. Modesto, including state and local sales taxes, of approximately Eleven Million, Eighteen Thousand, Seven Hundred Thirty-nine and Eighty-seven One-Hundredths Dollars ($11,018,739.87), and

WHEREAS, a the final price will be determined after pre-production meetings and other discussions between City staff and Gillig LLC, and

WHEREAS, to order buses through the purchase agreement a purchase order must be approved by the City Council for issuance to Gillig LLC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes issuance of a purchase order to Gillig LLC for twenty-two (22) low floor transit buses for a total price of $11,018,739.87, including tax, and authorizing the city manager, or his designee, to execute a purchase order in that amount.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-22

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 OPERATING BUDGET IN THE AMOUNT OF $11,238,740 TO FUND THE PURCHASE OF TWENTY-TWO (22) TRANSIT BUSES

WHEREAS, certain budgetary transactions are necessary in the amount of $11,238,740, in order to fund the purchase of twenty-two (22) transit buses, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLED 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 7th day of January, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

Amend the FY 13/14 Operating Budget to fund the purchase of twenty-two (22) transit buses as follows:

1. Increase appropriations in fund 4560 (Bus Purchases) in the amount of $11,238,740.
2. To fund this purchase recognize revenue in the amounts of:
   - $6,570,209 – Federal Transit Administration
   - $4,668,531 – Prop 1B Transit Funds

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-23

Print

RESOLUTION APPROVING THE REAPPOINTMENT OF DENNIS SMITH AS THE 2014 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 2, 2013, and recommended the reappointment of Dennis Smith as its representative to the Board of Zoning Adjustment,

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

SECTION 1. Dennis Smith is hereby reappointed as the 2014 Planning Commission representative to the Board of Zoning Adjustment, with a term expiration of January 1, 2015.

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 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-24

RESOLUTION APPROVING THE APPOINTMENT OF MARSHALL RIDDLE AS THE 2014 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 16, 2013, the Planning Commission recommended Marshall Riddle as its representative to the Citizens Housing and Community Development Committee,

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

SECTION 1. Marshall Riddle is hereby appointed as the 2014 Planning Commission representative to the Citizens Housing and Community Development Committee, with a term expiration of January 1, 2015.

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 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-25

Print

RESOLUTION APPROVING A JOB SHARING AGREEMENT WITH THE CITY OF HUGHSON FOR THE SERVICES OF A SENIOR PLANNER THROUGH FISCAL YEAR 2013-14; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on August 10, 2010, the City Council, by Resolution No. 2010-351, approved a job sharing agreement with the City of Hughson for the services of a Senior Planner on a part-time basis through Fiscal Year 2010-11, and

WHEREAS, on September 6, 2011, the City Council, by Resolution No. 2011-362, approved an extension of the job sharing agreement with the City of Hughson for the services of a Senior Planner on a part-time basis through Fiscal Year 2011-12, and

WHEREAS, on June 26, 2012, the City Council, by Resolution No. 2012-253, approved an extension of the job sharing agreement with the City of Hughson for the services of a Senior Planner on a part-time basis through Fiscal Year 2012-13, and

WHEREAS, the City of Hughson has submitted a letter expressing interest to extend job sharing services through Fiscal Year 2013-14, and

WHEREAS, the City of Hughson seeks the services of a qualified Senior Planner from the City of Modesto on a on-call basis, and

WHEREAS, the City of Modesto represents that it has qualified Senior Planners able to provide planning services required by the City of Hughson including, but not limited to, current planning, advanced (long-range) planning, environmental analysis, design review, growth management, redevelopment, and a variety of other duties as assigned by the City of Hughson Planning Director, and

WHEREAS, the agreement continues in effect through June 30, 2014, unless terminated in accordance with the provisions of the termination clause of Agreement, and

WHEREAS, the City Manager of City of Modesto and the City Manager of City of Hughson are authorized to extend the termination date of the Term of the Agreement to June 30, 2015 by mutual written approval, unless terminated earlier in accordance with the provisions of the termination clause of Agreement, and

WHEREAS, the Agreement enables planning services to be shared between two cities, serves as a revenue source to the City of Modesto, and serves to retain experienced and well trained planning staff.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a job sharing Agreement with the City of Hughson for the services of a Senior Planner on a part-time basis through Fiscal Year 2013-14 with an option to extend to June 30, 2015 by mutual written approvals of the City Managers for the City of Modesto and the City of Hughson.

BE IT FURTHER RESOLVED 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 14th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO, CALIFORNIA, AUTHORIZING A SHORT-TERM EXTENSION OF THE IRREVOCABLE DIRECT PAY LETTER OF CREDIT SUPPORTING THE MODESTO PUBLIC FINANCING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2008

WHEREAS, the Modesto Public Financing Authority (the "Authority"), at the direction of the City of Modesto (the "City"), has issued its Lease Revenue Refunding Bonds, Series 2008 (the "Bonds"); and

WHEREAS, the Bonds were issued to refund the Authority's Lease Revenue Bonds, Series 1998 (Capital Improvement and Refinancing Project) and the Authority's Lease Revenue Refunding and Capital Improvement Bonds, Series 2007 (collectively, the "Prior Bonds"); and

WHEREAS, the Prior Bonds were issued in order to assist in the financing or refinancing of certain public capital improvements in the City, which included the following: (i) rehabilitating and constructing the John Thurman Field baseball stadium; (ii) leasing and constructing improvements to the 10th Street Place Project; (iii) acquiring, constructing and improving the police headquarters building and the Communication Dispatch Center and (iv) leasing and constructing improvements made with respect to five public parks in the City; and

WHEREAS, the City obtained an irrevocable direct-pay letter-of-credit (the "Bank of America LOC") from Bank of America, N.A. (the "Bank") to provide liquidity support for the Bonds, and, in connection with the Bank of America LOC, the City entered into an Amended and Restated Reimbursement Agreement, dated August 16, 2011, as amended by Amendment No. 1 to the Amended and Restated Reimbursement

Agreement, dated August 29, 2012 (collectively, the "Amended and Restated Reimbursement Agreement"), each by and among the City, the Authority and the Bank; and

WHEREAS, the Bank of America LOC expires on February 28, 2014; and

WHEREAS, the Bonds require the City maintain liquidity support for the Bonds; and

WHEREAS, the City desires to extend on a short-term basis the Bank of America LOC prior to February 28, 2014, and to authorize future short-term extensions to the extent necessary in order to allow enough time to prepare and execute documents associated with a long-term extension of the Bank of America LOC.

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

Section 1. Findings. The Council of the City of Modesto finds and determines that the statements, findings and determinations set forth above, and in the preambles of the documents approved herein, are true and correct.

Section 2. Approval of Short-Term Extension of Bank of America LOC. The City Council authorizes the Mayor, the City Manager, the Director of Finance, the City Clerk or the designee of any of the foregoing (each, an "Authorized Officer") to obtain, in accordance with the terms of the Amended and Restated Reimbursement Agreement, a short-term extension of the Bank of America LOC to a date not later than March 31, 2014.

Section 3. Approval of Additional Short-Term Extensions of Bank of America LOC. The City Council authorizes each Authorized Officer to obtain, in accordance with

the terms of the Amended and Restated Reimbursement Agreement, additional short-term extensions of the Bank of America LOC to a date not later than August 31, 2014, to the extent necessary in order to allow enough time to negotiate, prepare and execute documents associated with a long-term extension of the Bank of America LOC .

Section 4. Authorization to Enter Negotiations with Bank of America for Long-Term Extension LOC. The City Council authorizes each Authorized Officer to enter into negotiations with Bank of America to provide a long-term extension of the Bank of America LOC (the "Long-Term Extension") and to execute and deliver the Long-Term Extension on behalf of the City upon conclusion of such negotiations.

Section 5. Other Actions. Each Authorized Officer is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which each may deem necessary or desirable in order to consummate the transactions authorized hereby and otherwise to carry out, give effect to, and comply with, the terms and intent of this resolution, and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This resolution shall take effect immediately upon its passage.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of January, 2014, by Councilmember Lopez, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-27

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE INTERIOR RECOAT TANK 3 PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH ADVANCED INDUSTRIAL SERVICES, INC. OF LOS ALAMITOS, CALIFORNIA IN THE AMOUNT OF $247,500, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Interior Recoat Tank 3 project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Interior Recoat Tank 3 project were opened at 11:00 a.m. on December 10, 2013, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $247,500 received from Advanced Industrial Services, Inc. of Los Alamitos, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Advanced Industrial Services, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Interior Recoat Tank 3 project, accepts the bid of Advanced Industrial Services, Inc. of Los Alamitos, California in the amount of $247,500, and awards Advanced Industrial Services, Inc. the contract for the Interior Recoat Tank 3 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 January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-28

RESOLUTION ABANDONING GRAND STREET EAST OF SOUTH MORTON BOULEVARD

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 August 23, 2013, a copy of which is **attached** hereto as **Exhibit A** and **Exhibit B**, 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 street right-of-way is vested in E & J Gallo Winery, the proponent of the vacation, and

WHEREAS, the proposed vacation has been referred to 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 December 2, 2013, 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

WHEREAS, by Planning Commission Resolution No. 2013-21, the Planning Commission rendered a report finding that the proposed vacation is in conformance with the Modesto Urban Area General Plan, and

WHEREAS, a duly noticed public hearing was held by the Council of the City of Modesto on Tuesday, January 14, 2014, 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 street to be abandoned is not necessary to serve present or future traffic needs in the area.
2. The street to be abandoned is considered a local street and is not designated as collector street or higher in the Circulation Element of the General Plan; therefore, the street abandonment is in conformance with the General Plan.
3. That Environmental Assessment No. EA C&ED 2013-24 determined that the potential environmental effects of the vacation are adequately addressed within the context of the previously adopted General Plan Master EIR.

BE IT FURTHER RESOLVED that the Council hereby orders and declares the abandonment of Grand Street, east of South Morton Boulevard, subject to the following condition:

1. Prior to recordation of the abandonment, a public utility easement shall be reserved as required by the utility company and the City Engineer or designee. If prior to recordation of the abandonment, the utility provides documentation to the City of discontinuance and removal of its facility from the street abandonment area, no easement need be reserved.

BE IT FURTHER RESOLVED that the Council hereby orders and declares the abandonment of Grand Street east of South Morton Boulevard.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By _____
Community & Economic Development Department
Planning Division

EXHIBIT A

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY VACATION

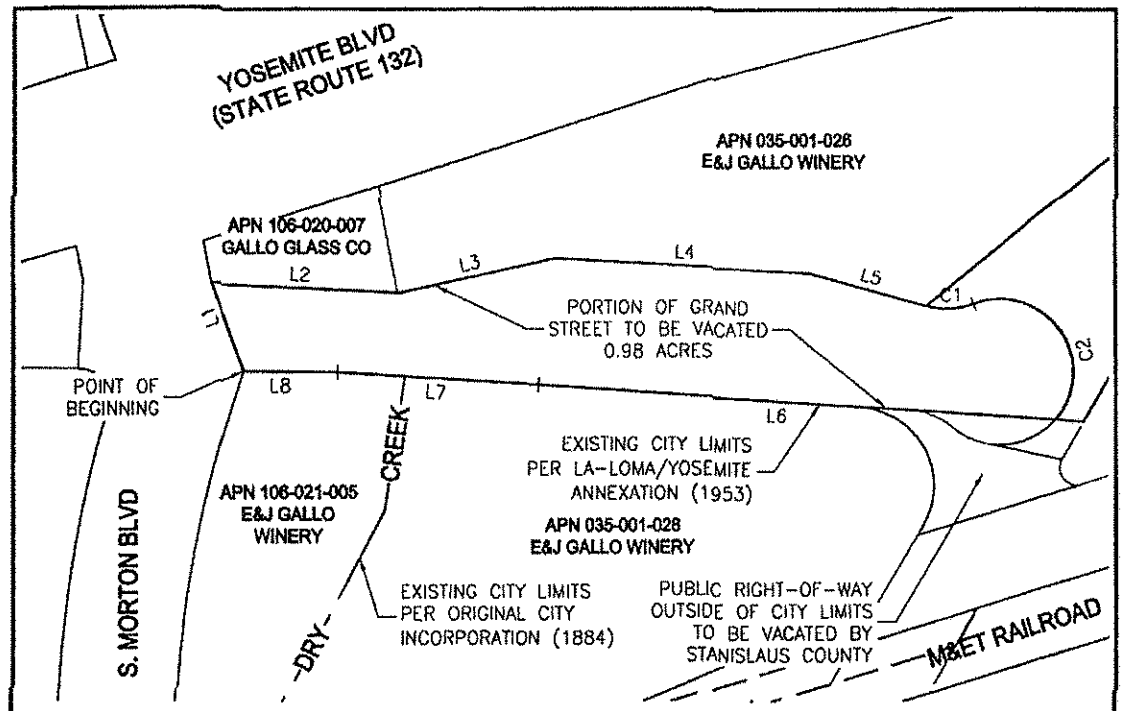
All that certain portion of Grand Street, also referenced as Yosemite Boulevard or Waterford Road, dedicated as public highway by those certain document filed in Book 383 of Official Records, at page 381, Book 445 of Official Records, at Page 97, and Book 477 of Official Records, at Page 86, Stanislaus County Records, and on the map of "Grainger's Addition to Modesto" file in Book 1 of Maps, at Page 17, Stanislaus County Records, lying in Section 33, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, in the City of Modesto, County of Stanislaus, State of California, being more particularly described as follows:

BEGINNING at the intersection of the south line of Grand Street with the East line of South Morton Boulevard as shown on the map of Block 220 of the City of Modesto, file in Book 15 of Maps, at Page 220, Stanislaus County Records, thence North 19°46'11" West 63.49 feet, to a point on the north line of said Grand Street; thence, along the north line of said Grand Street, South 87°10'15" East 124.58 feet; thence, continuing along the north line of said Grand Street, North 77°17'28" East 106.86 feet; thence, continuing along the north line of said Grand Street, South 86°43'32" East 172.00 feet; thence, continuing along the north line of said Grand Street, South 73°36'32" East 80.00 feet, to the beginning of a curve concave to the north, having a radius of 50.00 feet and a central angle of 37°38'07"; thence, along the arc of said curve, also being along the limits of that portion of Yosemite Boulevard vacated by that certain document file as Document No. 91096661, Stanislaus County Records, 32.84 feet, to the beginning of a reverse curve concave to the southwest, having a radius of 50.00 feet and a central angle of 152°03'31"; thence, along the arc of said curve, also continuing along the limits of the aforementioned vacation of Yosemite Boulevard, 132.70 feet, to a point on the easterly extension of the south line of said Grand Street, also being a point on the existing City Limits Line as described in the La-Loma/Yosemite Annexation filed on 4 December, 1953; thence, along the south line and easterly extension thereof of said Grand Street, also being along said City Limits Line, North 86°03'32" West 348.63 feet; thence, continuing along the south line of said Grand Street, North 86°20'32" West 134.48 feet; thence, continuing along the south line of said Grand Street, North 89°22'50" West 61.83 feet, to the point of beginning.

Containing 0.98 acres, more or less.

Exhibit "B"

Vacated Property Exhibit



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N19°46'11"W	63.49'
L2	S87°10'15"E	124.58'
L3	N77°17'28"E	106.86'
L4	S86°43'32"E	172.00'
L5	S73°36'32"E	80.00'
L6	N86°03'32"W	348.63'
L7	N86°20'32"W	134.48'
L8	N89°22'50"W	61.83'

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	37°38'07"	50.00'	32.84'
C2	152°03'31"	50.00'	132.70'

N

100 50 0 100 200

SCALE: 1" = 100'

Stantec Consulting Inc.
1016 12th Street
Modesto, CA U.S.A
95354
Tel. 209.521.8086
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GRAND STREET
RIGHT-OF-WAY VACATION
CITY OF MODESTO
STANISLAUS COUNTY, CALIFORNIA

GRAND STREET
RIGHT-OF-WAY
EXHIBIT

EXHIBIT
B

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-29

Print

RESOLUTION APPROVING THE FILING OF AN APPLICATION WITH THE STANISLAUS LOCAL AGENCY FORMATION COMMISSION TO ANNEX APPROXIMATELY 4.68 ACRES OF PROPERTY LOCATED SOUTH OF YOSEMITE BOULEVARD AND WEST OF SOUTH SANTA ROSA AVENUE, AND ADJACENT RIGHT-OF-WAY TO THE CITY OF MODESTO, AND SIMULTANEOUSLY DETACH PROPERTY FROM THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT (OWNER-INITIATED—UNINHABITED)

WHEREAS, the E & J Gallo Winery ("Applicant") is the owner of approximately 3.47 acres of real property, located south of Yosemite Boulevard and west of South Santa Rosa Avenue ("Property"), and

WHEREAS, the City has received a request from the Applicant to initiate reorganization of the Property and adjacent right-of-way on South Santa Rosa Avenue, a total of 4.68 acres, to annex the Property to the City of Modesto and simultaneously detach the Property from the Stanislaus Consolidated Fire Protection District under the Cortese-Knox-Hertzberg Local Reorganization Act of 2000, California Government Code Section 56000, et seq, and

WHEREAS, the Resolution of Application is proposed pursuant to California Government Code Sections 56654 and 56700, and

WHEREAS, the Property proposed for reorganization is uninhabited as defined by Government Code Section 56046 (fewer than twelve registered voters), and a description of the boundaries of the subject Property is set forth in **Exhibits "A" and "B", attached** hereto and by this reference incorporated herein, and

WHEREAS, the Property proposed for reorganization is within Stanislaus County, is contiguous to the existing City limits, and is within the Sphere of Influence of

the City of Modesto as adopted by the Stanislaus Local Agency Formation Commission, and

WHEREAS, the proposed Property is not subject to a Williamson Act contract, and

WHEREAS, the proposed Property is covered by the Master Property Tax Agreement entered into between the County of Stanislaus and City of Modesto which was approved by Council Resolution No. 96-170 on April 9, 1996, and

WHEREAS, the proposed reorganization is exempt from a Measure A and a Measure M advisory vote, because the reorganization area is designated as Industrial in the City of Modesto General Plan Land Use Diagram, has no residences, is within the City of Modesto Municipal Sewer District No. 1, and sewer service that would be necessary to serve the area is already available and does not need to be extended, and

WHEREAS, the reasons for this proposed reorganization are as follows:

1. Staff received an application for the proposed reorganization from the Property owner, E & J Gallo Winery, on August 23, 2013;
2. The proposed reorganization is consistent with the Urban Area General Plan and can be serviced by City services;
3. The proposed reorganization will result in planned, orderly and efficient development of the area and provision for services; and

WHEREAS, pursuant to Government Code Section 56653, a plan for providing services is set forth in **Exhibit "C", attached** hereto and by this reference incorporated herein, and

WHEREAS, on December 2, 2013, City of Modesto Planning Commission held a duly noticed public hearing in the Chambers, Tenth Street Place, 1010 Tenth Street, Modesto, California, at which time both oral and documentary evidence were received and considered, and

WHEREAS, after said public hearing, the City of Modesto Planning Commission adopted Resolution No. 2013-23, recommending to the City Council that they adopt the Resolution of Application for an reorganization to annex the Property to the City of Modesto and simultaneously detach the Property from the Stanislaus Consolidated Fire Protection District, and

WHEREAS, said matter was set for public hearing of the City Council to be held on January 14, 2014, in the Tenth Street Place Chambers located at 1010 10th 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 annexation, and

WHEREAS, an Initial Study Environmental Checklist (Environmental Assessment No. EA/C&ED 2013-24) has been prepared by the City of Modesto that analyzed whether the proposed project may cause any significant effect on the environment that was not examined in the General Plan Master Environmental Impact Report and indicated the degree of impact on public services resulting from reorganization, which information is used to prepare a plan for providing services pursuant to Government Code Section 56653, and,

NOW, THEREFORE, the Council of the City of Modesto hereby finds and determines as follows:

1. That future development of the site shall be consistent with the Modesto Urban Area General Plan adopted by the Modesto City Council by Resolution No. 95-409 on August 15, 1995, and all subsequent amendments.

2. The requested reorganization will result in an orderly planned use of land because it would extend the boundary of the City south to allow for future development at the site to occur entirely within the City's jurisdiction.

3. The requested reorganization is in accordance with the community's objectives as set forth in the General Plan and any applicable specific plan(s) because it is consistent with General Plan Urban Growth Policy II.C.1.b., which states, "Urban development should be kept as contiguous as possible in order to avoid premature urbanization of valuable farm land, foster resident convenience, and provide for economy in City services," and because the development resulting from the proposed annexation is consistent with the General Plan.

4. The project is within the scope of the City of Modesto Urban Area General Plan Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following findings can be made:

    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.

5. The Property proposed for reorganization to be annexed to the City of Modesto is uninhabited as defined by Government Code Section 56046 (fewer than twelve registered voters) and a description of the boundaries of the subject Property is set forth in **Exhibits "A" and "B", attached** hereto and by this reference incorporated herein.

6. In accordance with Section 56663(c) of the Cortese-Knox-Hertzberg Act, the City hereby consents to a waiver of conducting authority proceedings.

7. The Property is located within Stanislaus County, within the City's adopted Sphere of Influence, is contiguous to the existing City limits and can be most efficiently served with City services.

8. An agreement for the sharing of property taxes for the Property was entered into between the County of Stanislaus and City of Modesto which was approved by Council Resolution No. 96-170 on April 9, 1996.

NOW, THEREFORE, BE IT FURTHER RESOLOVED by the Council of the City of Modesto that it hereby adopts this Resolution Authorizing Application for reorganization to annex the Property to the City of Modesto, and simultaneously detach of the Property from the Stanislaus Consolidated Fire Protection District.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that, pursuant to Government Code section 56653, the City Council submit the Plan for Services as set forth in **Exhibit "C", attached** hereto and by this reference incorporated 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 the reorganization for the Property. The City of Modesto shall promptly notify the applicant of any claim, action, or proceeding.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By _____
Community & Economic Development Department
Planning Division

EXHIBIT "A"

LEGAL DESCRIPTION
GALLO WINERY REORGANIZATION TO THE CITY OF MODESTO

All that certain real property situate, lying, and being in a portion of Section 33, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, lying in the unincorporated area of the County of Stanislaus, State of California, being more particularly described as follows:

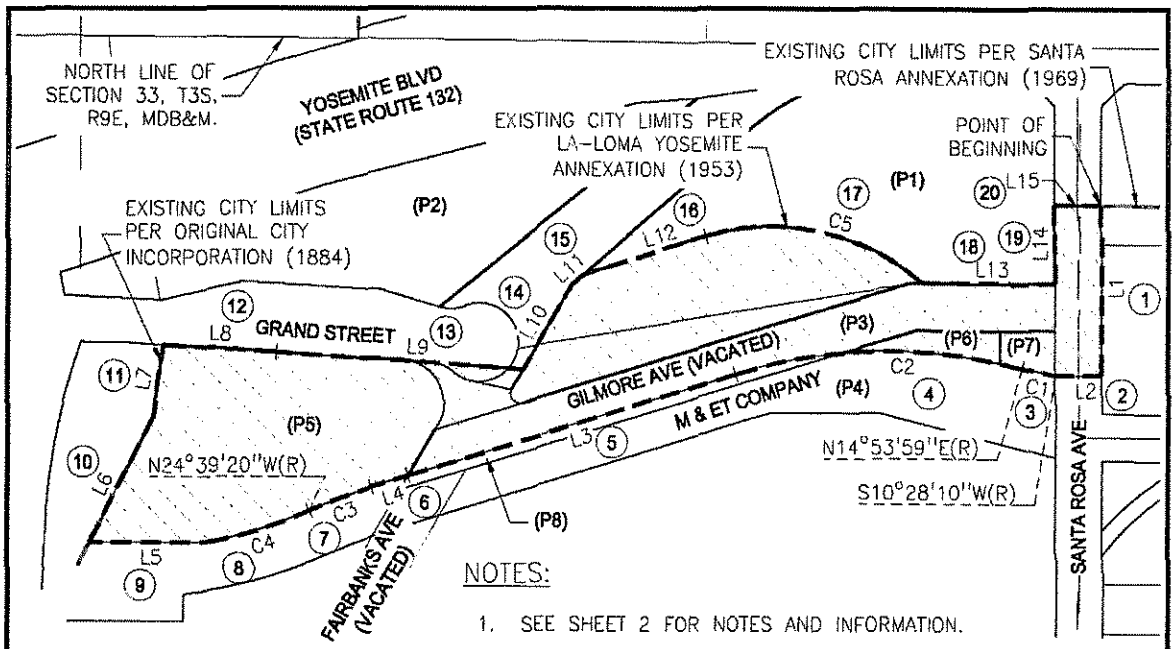
BEGINNING at the intersection of the existing City Limits Line, as described in Ordinance No. 69-636, commonly known as the "Santa Rosa Addition", filed 25 July, 1969, with the east line of 60-foot wide Santa Rosa Avenue, said point being 30 feet east of the centerline of said Santa Rosa Avenue; thence the following twenty (20) courses:

1) South 0°17'29" East 217.67 feet, along the east line of said Santa Rosa Avenue, thence
2) South 89°42'31" West 60.00 feet, to the intersection of the west line of said Santa Rosa Avenue with the northerly line of that certain parcel of land granted to Modesto Interurban Railway as described in the Corporation Grant Deed filed in Book 2223 of Official Records, at Page 662, Stanislaus County Records, thence
3) Westerly 42.82 feet, along a non-tangent curve, concave to the north, from which a radial line bears North 10°28'10" East, having a radius of 553.81 feet, and a central angle of 4°25'49", also being along the northerly line of said Modesto Interurban Railway parcel, thence
4) Westerly 367.78 feet, along the arc of a curve, concave to the south, from which a radial line bears South 14°53'59" West, having a radius of 653.81 feet, and a central angle of 32°13'47", also being along the northerly line of that certain parcel of land granted to Modesto Interurban Railway as described in the Corporation Grant Deed filed in Book 2223 of Official Records, at Page 660, Stanislaus County Records, and along the northerly line of that certain parcel of land reserved by Beard Land Improvement Company as described in the Corporation Grant Deed filed in Book 3421 of Official Records, at Page 421, Stanislaus County Records, thence
5) South 72°40'12" West 438.67 feet, along the northwesterly line of said Beard Land Improvement Company parcel, to a point on the westerly line of Fairbanks Avenue as shown on the Record of Survey filed in Book 10 of Surveys, at Page 139, Stanislaus County Records, thence
6) South 72°39'58" West 48.48 feet, along the northerly line of that certain parcel of land granted to Modesto Interurban Railway as described in the Grant Deed filed in Book 2223 of Official Records, at Page 658, Stanislaus County Records, thence
7) Westerly 83.55 feet, along the arc of a curve, concave to the southeast, having a radius of 653.81 feet, and a central angle of 7°19'18", also being along the northerly line of said Modesto Interurban Railway parcel, thence

8) Westerly 129.20 feet, along the arc of a curve, concave to the northwest, having a radius of553.81 feet, and a central angle of 13°22'00", also being along the northerly line of said Modesto Interurban Railway parcel, thence
9) South 89°58'46" West 157.57 feet, along the northerly line of said Modesto Interurban Railway parcel, to a point on the centerline of Dry Creek, as shown on the map of Block 220 of the City of Modesto, filed in Book 15 of Maps, at Page 220, Stanislaus County Records, also being on the existing City Limits Line, as described by City Ordinance dated 6 August, 1884, commonly known as the Original City Incorporation, thence
10) North 26°52'10" East 178.94 feet, along the centerline of said Dry Creek, also being along the existing City Limits Line, thence
11) North 8°07'10" East 92.47 feet, continuing along the centerline of said Dry Creek, also continuing along the existing City Limits Line, to a point on the south line of Grand Street (formerly known as Yosemite Boulevard and Waterford Road), said point also being on the existing City Limits Line, as described in Ordinance No. 1099-N.S., commonly known as the "La Loma-Yosemite Annexation", recorded 4 December, 1953, thence
12) South 86°21'14" East 144.24 feet, along the south line of said Grand Street, also being along the existing City Limits Line, thence
13) South 86°03'32" East 313.77 feet, continuing along the south line of said Grand Street and the easterly extension thereof, also continuing along the existing City Limits Line, thence
14) North 29°41'28" East 123.14 feet, continuing along the existing City Limits Line, thence
15) North 48°40'28" East 20.98 feet, continuing along the existing City Limits Line, thence
16) North 72°40'47" East 164.79 feet, continuing along the existing City Limits Line, thence
17) Easterly 292.31 feet, along a curve, concave to the south, having a radius of 283.41 feet, and a central angle of 59°05'42", also continuing along the existing City Limits Line, thence
18) South 89°49'07" East 169.05 feet, continuing along the existing City Limits Line, to a point on the west line of the aforementioned Santa Rosa Avenue, thence
19) North 0°17'29" West 101.20 feet, continuing along the existing City Limits Line, also being along the west line of said Santa Rosa Avenue, thence
20) South 89°22'52" East 60.01 feet, to the point of beginning.

Containing 4.68 acres, more or less.

EXHIBIT "B"



NOTES:

1. SEE SHEET 2 FOR NOTES AND INFORMATION.

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S0°17'29"E	217.67'
L2	S89°42'31"W	60.00'
L3	S72°40'12"W	438.67'
L4	S72°39'58"W	48.48'
L5	S89°58'46"W	157.57'
L6	N26°52'10"E	178.94'
L7	N8°07'10"E	92.47'
L8	S86°21'14"E	144.24'
L9	S86°03'32"E	313.77'
L10	N29°41'28"E	123.14'
L11	N48°40'28"E	20.98'
L12	N72°40'47"E	164.79'
L13	S89°49'07"E	169.05'
L14	N0°17'29"W	101.20'
L15	S89°22'52"E	60.01'

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°25'49"	553.81'	42.82'
C2	32°13'47"	653.81'	367.78'
C3	7°19'18"	653.81'	83.55'
C4	13°22'00"	553.81'	129.20'
C5	59°05'42"	283.41'	292.31'

AREA TO BE ANNEXED TO THE CITY OF MODESTO – 4.68 ACRES

N

200 100 0 200 400

SCALE: 1" = 200'

SHEET 1 OF 2

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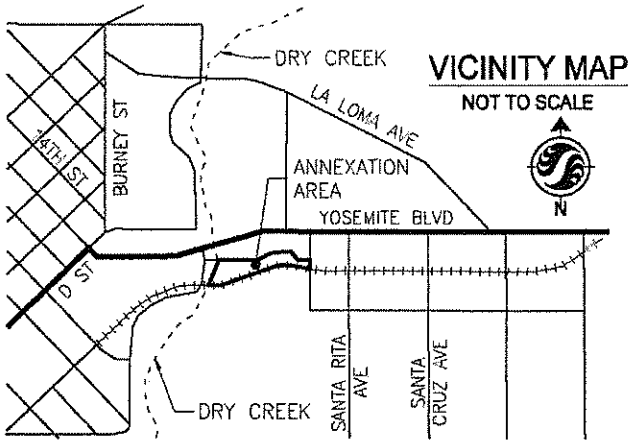
E. & J. GALLO WINERY
YOSEMITE AVENUE
MODESTO, CALIFORNIA

(NAME OF ANNEXATION)
ANNEXATION
TO THE CITY OF MODESTO

EXHIBIT
B



PROPERTY LIST:

(P1) E&J GALLO WINERY, A CALIFORNIA CORPORATION, 3421-OR-421
(P2) E&J GALLO WINERY, A CALIFORNIA CORPORATION, D.N. 2013-010720
(P3) E&J GALLO WINERY, A CALIFORNIA CORPORATION, 3421-OR-421, D.N. 85-040185
(P4) MODESTO INTERURBAN RAILWAY, 2223-OR-658, 2223-OR-660, 2223-OR-662, 2140-OR-682
(P5) E&J GALLO WINERY, A CALIFORNIA CORPORATION, 2597-OR-729
(P6) E&J GALLO WINERY, A CORPORATION, 2223-OR-650
(P7) E&J GALLO WINERY, A CALIFORNIA CORPORATION, 2698-OR-241
(P8) BEARD LAND IMPROVEMENT COMPANY, 3421-OR-421

APN LIST:

035-001-026: (P2)
035-001-027: (P1)PORTION
035-001-028: (P1)PORTION, (P3), (P5), (P6), (P7), (P8)
035-008-010: (P4)

E&J GALLO WINERY
{address}
{phone and fax number}

MODESTO INTERURBAN RAILWAY
530 ELEVENTH STREET, MODESTO, CA
PHONE: (209) 524-4631 FAX: (209) 529-0336

SHEET 2 OF 2

Stantec Consulting Inc. 1015 12th Street Modesto, CA U.S.A. 95354 Tel. 209.521.8886 Fax. 209.521.9045 www.stantec.com	V:\1868\active\186802012\drawing\sheet_files\Annexation\Annex-LAFCo.dwg shollerman 10/8/13 14:01	SYD	SEP 2013
	E. & J. GALLO WINERY YOSEMITE AVENUE MODESTO, CALIFORNIA	(NAME OF ANNEXATION) ANNEXATION TO THE CITY OF MODESTO	EXHIBIT B

EXHIBIT "C"

GALLO WINERY REORGANIZATION TO THE CITY OF MODESTO PLAN FOR SERVICES

Background:

The reorganization area is a parcel of land under the ownership of the E & J Gallo Winery (APN 035-001-028) and is a part of the winery's existing campus located at the southwest corner of Yosemite Boulevard and South Santa Rosa Avenue. The property is approximately 3.7 acres, for a gross area of 4.68 acres including adjacent right-of-way of South Santa Rosa Avenue. The property to be reorganized is contiguous to the City's jurisdiction to the west and north and is currently improved with landscaping and paved areas utilized as parking for visitors and employees to the Gallo campus. A portion of the reorganization area is within the site plan for a proposed new 116,000 sq. ft. professional office building. The purpose of the reorganization is for the new office building to be located entirely within the jurisdiction of the City of Modesto.

Pursuant to Government Code Section 56653, the following Plan for Services to be extended to the affected territory has been prepared for the E & J Gallo Winery Annexation to the City of Modesto:

A. Project Area and Service Agreements

1. Traffic and Circulation: The reorganization area is bounded by Dry Creek and City of Modesto jurisdiction to the west, Grand Street to the north, the Modesto and Empire Traction Railroad to the south, and South Santa Rosa Avenue to the east. The reorganization area will also include the adjacent right-of-way of South Santa Rosa Avenue. No roadway dedication or improvements are required as a part of the reorganization.

2. Waste Water Collection: Sewer service to the E & J Gallo Winery campus is already provided by the City through Modesto Municipal Sanitary District No. 1, via a 30-inch trunk line under Santa Rosa Avenue. Any additional connections required upon development within the reorganization area shall be constructed by the project developer with all applicable connection fees paid to the City.

3. Water Delivery: Water service to the E & J Gallo campus has been provided by the Del Este system which is owned by City of Modesto, with water delivery via existing 12-inch main lines under Yosemite Boulevard and Santa Rosa Avenue. On-site wells provide water for irrigation of campus landscaping. Any additional domestic service required upon development within the reorganization area shall be constructed by the City with the project developer paying fair share of localized system improvements through payment of water fees.

4. Storm Water Drainage: An existing 12-inch storm drain exists under Santa Rosa Avenue. Any development within the reorganization area shall submit drainage calculations to ensure adequate capacity to the main, implement current City storm drainage standard specifications for grading and drainage to connect to the main, or retain all storm water on site to the satisfaction of the City Engineer.

5. Solid Waste Disposal: The E & J Gallo campus has a self-serving system in place for solid waste management, delivering to the Gilton Solid Waste Management Company and scheduling pick-up service by Gilton on an as-need basis. No change to the level of service already provided is anticipated.

6. Fire Protection: The reorganization area will detach from the Stanislaus Consolidated Fire Protection District and annex to the Modesto Regional Fire Authority. The Modesto Regional Fire Authority will respond to the proposed new office building from Station No. 1, located 0.75 miles distant from the corner of 11th and F Street.

7. Police Protection: Upon reorganization, the area will be served by the City of Modesto Police Department. The reorganization area is industrial in nature and is a portion of the E & J Gallo Winery campus. The winery maintains a well-trained on-site security team who handles a large majority of security issues that occur at the campus. No inhabitants reside within the reorganization area and no increase in the number of calls for police services is anticipated upon reorganization.

B. Level and Range of Services

The City of Modesto is a full service provider of municipal services. The City will continue to provide services already extended to the E & J Gallo Winery campus, and will provide those services to the annexation area upon reorganization.

C. When Can Services Be Provided?

Excepting where services are already provided, the services described above will be provided upon the effective date of reorganization.

D. Improvements Required as a Condition of Annexation

No improvements are required as a condition of reorganization.

E. How Will Services be Financed?

Services will be financed through applicable utility and service fees and permit fees provided by project developers, as well as by property tax revenues and general fund resources.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-30

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): ABANDONMENT OF GRAND STREET EAST OF SOUTH MORTON BOULEVARD; REZONE OF 3.87 ACRES FROM GENERAL COMMERCIAL (C-2) ZONE TO LIGHT INDUSTRIAL (M-1) ZONE AND PREZONE OF 4.68 ACRES TO LIGHT INDUSTRIAL (P-M-1) ZONE, PROPERTIES LOCATED SOUTH OF YOSEMITE BOULEVARD AND WEST OF SOUTH SANTA ROSA AVENUE; AND THE ANNEXATION OF APPROXIMATELY 4.68 ACRES TO THE CITY OF MODESTO, WITH SIMULTANEOUS DETACHMENT FROM THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT, PROPERTY LOCATED SOUTH OF YOSEMITE BOULEVARD AND WEST OF SOUTH SANTA ROSA 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, the E & J Gallo Winery has proposed the abandonment of Grand Street east of South Morton Boulevard; the rezone of 3.87 acres from General Commercial (C-2) Zone to Light Industrial (M-1) Zone and the prezone of 4.68 acres to Light Industrial (M-1) Zone, properties located south of Yosemite Boulevard and west of South Santa Rosa Avenue; and the annexation of 4.68 acres to the City of Modesto, with simultaneous detachment from the Stanislaus Consolidated Fire Protection District, property located south of Yosemite Boulevard and west of South Santa Rosa Avenues; ("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 2013-24 ("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 December 25, 2013, 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 January 14, 2014, 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 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 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2013-24

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2013-24

For the proposed:

New Two-Story 116,000 Sq. Ft. LEED-Gold Certified Professional Office Building for the E & J Gallo Winery, Property located at 724 Yosemite Blvd ("Gallo Office Project"):

Abandonment of Grand Avenue south of S. Morton Blvd (ABD-13-003)

Annexation of Gallo Property (APN 035-001-028) to the City of Modesto (ANX-13-001)

Development Plan Review for New 116,000 sq. ft. Professional Office Building (DPR-13-015)

Rezone of Gallo Property from C-2 to M-1 (APN 035-001-026) and Prezone of Annexation Area to P-M-1 (APN 035-001-028) (RZN-13-001 and PZN-13-001)

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

November 1, 2013

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 Gallo Office 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: Gallo Office Project

B. Address or Location: 724 Yosemite Blvd

C. Applicant: E & J Gallo Winery

D. City Contact Person: Katharine Martin, Associate Planner

Project Manager: Katharine Martin, Associate Planner
Department: Community and Economic Development Department, Planning Division
Phone Number: 209-577-5267
E-mail address: kamartin@modestogov.com

E. Current General Plan Designation(s): "I" Industrial

F. Current Zoning Classification(s): General Commercial (C-2), Light Industrial (M-1), and Unincorporated County Area

G. Surrounding Land Uses:
North: Professional Office Uses; Parking Areas; Vacant Land
South: Industrial Uses, E & J Gallo Winery Operations

East: Gallo Winery Offices, Parking Areas, Single-Family Residences
West: Industrial Uses, E & J Gallo Winery Operations, Dry Creek Open Space Area, Beard Brook Park

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):

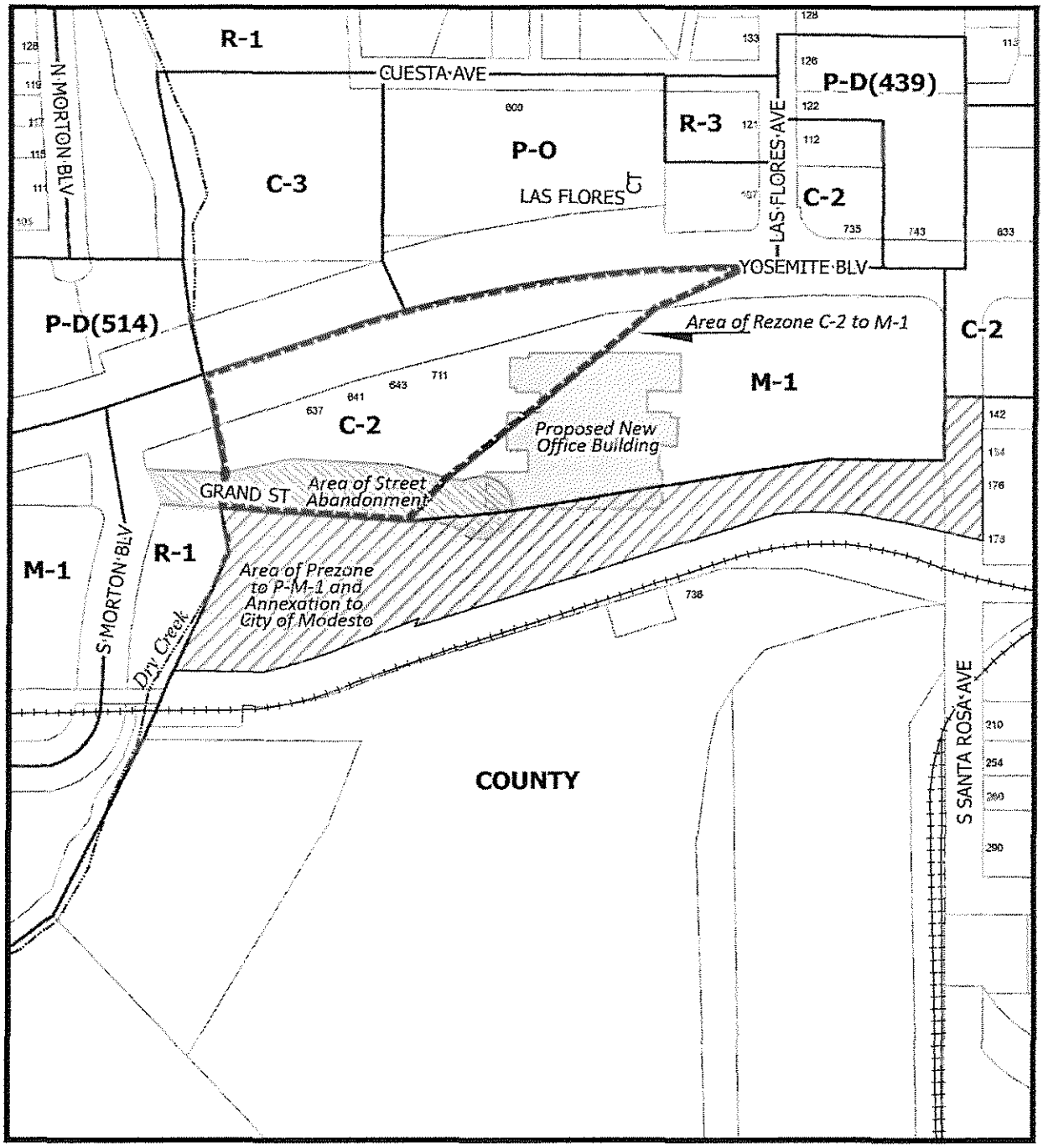
The Gallo Office Project involves four separate but concurrent entitlements to facilitate the construction of a new 116,000 square foot LEED-Gold Certified professional office building on a site of 8.51 acres west of Santa Rosa Avenue and South of Yosemite Boulevard:

ABD-13-003: Abandonment of Grand Avenue east of S. Morton Boulevard. Grand Avenue is a dead-end street that extends east from South Morton Avenue across Dry Creek into the campus of the E & J Gallo Winery. The site plan for the proposed new professional office building illustrates a portion of the building footprint to be within the easterly terminus of the Grand Street right-of-way, necessitating abandonment of the street prior to construction. The street includes a 1907-built concrete arch bridge over Dry Creek that would go to the ownership of the E&J Gallo Winery upon abandonment of the right-of-way, and has an existing underground Pacific Gas and Electric gas line that will be protected by an easement to be recorded prior to abandonment. Upon abandonment, the right-of-way is to be utilized as a private drive for the use of employees and visitors to the winery's campus.

ANX-13-001: Annexation of Gallo Property to the City of Modesto. A 4.1-acre portion of the site plan for the proposed new office building lies within the County of Stanislaus, adjacent to the City's jurisdiction. The property lies south of Yosemite Avenue and north of the Modesto and Empire Traction railway (APN 035-001-028) within the Baseline Developed Area, is uninhabited, and is designated as "I" for Industrial uses within the land use diagram of City of Modesto General Plan. Proposal is to annex this area to the City of Modesto and the Modesto Regional Fire Authority, and detach from the Stanislaus Consolidated Fire Protection District. The annexation is to facilitate the logical extension of City boundary lines and placement of the new professional office building entirely within the jurisdiction of the City.

DPR-13-015: Development Plan Review for New 116,000 sq. ft. Professional Office Building. Proposal is for a new professional office building to be built on 8.51 acres already developed as a parking lot for Gallo Winery employees and visitors. Parking spaces to be removed by construction of the building will be relocated to other locations within the Gallo Winery campus. The new office building is to be two stories with a 25,000 sq ft basement area, and is to be constructed to LEED-Gold Certification status.

RZN-13-001: Rezone of Gallo Property from the General Commercial (C-2) Zone to the Light Industrial (M-1) Zone, and Prezone of Annexation Area to P-M-1. Proposal is to rezone 3.7 acres of the site area within the City's jurisdiction from C-2 (General Commercial) to M-1 (Light Industrial), and prezone 4.1 acres of the site area outside of the City's jurisdiction to P-M-1 as required for the abovementioned annexation process. Proposal is to ensure that the project site is within a single zone that would allow for best possible uses as would befit winery operations.



AREA MAP OF PROPOSED GALLO OFFICE PROJECT

I. Other Public Agencies Whose Approval is Required: The applicant is pursuing a rezoning application with the County of Stanislaus to facilitate development of a new parking area to

serve the proposed new office building. No approval by an outside agency is required for the street abandonment, rezone, prezone and subsequent annexation; however, the development of the office building would be dependent on the availability of parking spaces required by the City of Modesto Zoning Code to serve the building. If the County rezone should not pass, the applicant must pursue an alternative parking plan that would satisfy the City's requirements prior to the building's development.

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	Associate Planner Title	November 1, 2013 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 project does not require mitigation measures 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 in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Area General Plan MEIR.				

Discussion:

(1) The Gallo Office Project is consistent with the General Plan land use policies. It is an infill project proposed within the Baseline Developed Area of the City and is within the area designated as Industrial (I) in the City's General Plan.

(2) The project will not increase hazards or reduce the level of service of the surrounding roads due to a design feature, such as sharp curves or dangerous intersections, or incompatible uses (e.g. farm equipment).

(3) The project is proposed for the existing Gallo winery facility located at the southwest corner of Yosemite Boulevard and Santa Rosa Avenue, a signalized intersection with an LOS Level of D-E during daily service and an LOS Level of F at the PM Peak Hour of service. The project will not cause a decrease in the level of service of the roadways, with trips primarily by 535 existing employees of the Gallo campus. As such, there would be a negligible impact on current traffic volumes on Yosemite Boulevard and Santa Rosa Avenue, as this intersection is already travelled by employees and visitors to the campus.

(4) Police and Fire staff have reviewed the proposal and indicated no concerns with response times to the project site.

(5) The Gallo Winery is replacing the parking spaces that would be displaced by the proposed project to nearby locations within the Gallo campus.

(6) The project has been reviewed by Traffic, Planning and Transit staff and would not conflict with any adopted plans for alternative transportation.

(7) The project would not result in an increase in vehicle miles traveled in excess of what was considered by the General Plan MEIR.

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-40 and AQ-42 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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office Project was referred to the San Joaquin Valley Unified Air Pollution Control District who determined that the project would not have a significant effect on the ambient air quality with the incorporation of the mitigation measures listed above.

(2) The project incorporates the best management practices for PM10 reduction established by the SJVUAPD (see mitigation measures above).

(3) Applicable General Plan Policies will be applied to the project; therefore, project-specific effects will be less than significant for this impact (see mitigation measures above).

(4) The proposed land uses are not in themselves significant contributors to air pollution levels and therefore the primary source of air pollution associated with the development would be construction related. The PM10 emissions created through construction activities will be mitigated as called for by the MEIR with the mitigation measure listed above.

(5) The proposed project will not produce objectionable odors.

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 and N-7 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:

(1-3) The Gallo Office Project consistent with the noise policies of the General Plan. General Plan MEIR Mitigation Measure N-7 requires non-residential development to demonstrate that the project will incorporate measures to reduce noise impacts to a less than significant level. The proposed office building is not anticipated to generate noise levels that exceed the noise thresholds described above. Business activities will be conducted indoors with the exception of traffic coming and going from the site.

(4) The project will not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. There will be some construction related noise, but the noise mitigation measure N-3 called for by the General Plan for projects within the baseline developed area, has been incorporated.

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:

(1-2) The Gallo Office Project is consistent with the General Plan land use policies. It is an infill project proposed within the Baseline Developed Area of the City and is within the area designated as Industrial (I) in the City's General Plan. The site is currently developed as a parking lot for Gallo Winery employees and visitors, and no agricultural land will be converted for the development of the proposed project.

(3) The project site is not zoned for agriculture nor is it under 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 General Plan designates the property as Industrial. It is adjacent to property that is also designated as Industrial and is already developed with Gallo Winery facilities.

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:

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:

	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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office Project is consistent with the water supply policies in the General Plan. There are existing water mains available for connection to the proposed project, including the annexation area, along the Yosemite Blvd and Santa Rosa Avenue frontages, and existing private wells utilized for landscape irrigation will continue to be used for that purpose. There are no existing water service lines within the Grand Street right of way to be abandoned.

(2) The project was referred to Land Development Engineering Staff who determined the proposed development will not exceed estimates or water supplies for needed to serve other entitlements and resources.

(3) The proposed project is consistent with the land uses and water demands assumed in the General Plan. As the proposed new office building is to be constructed on area already developed as a parking area, 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:

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:

	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 Gallo Office Project is consistent with the City's General Plan in both land use and intensity. There are existing sewer mains available for connection to the proposed project, including the annexation area, along the Yosemite Blvd and Santa Rosa Avenue frontages. No sewer services exist within the Grand Street right of way to be abandoned.

(2) The project is consistent with the Industrial land use designation and will generate sewer flows within what was anticipated for the site.

(3) Land Development Engineering staff has determined there is adequate capacity to accommodate the proposed development in addition to existing commitments.

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 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-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) The Gallo Office Project is consistent with the City's General Plan policies related to the loss of sensitive plant and wildlife habitat.

(2-4) The project site is located adjacent to and east of Dry Creek. A 0.10-acre portion at the western edge of the rezone area, the western 180-feet of the Grand Street alignment to be

abandoned, and a 0.25-acre portion at the western edge of the annexation area lies within the 100-Year Floodplain as identified by FEMA Firm Panel 06099C-0340E. However, all development for the proposed office will be on the previously developed parking area outside and east of the 100-year Floodplain. No development or disturbance is proposed within the 100-Year Floodplain. The project would not interfere with any native resident or migratory wildlife or fish. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were consulted in the production of the MEIR.

(5) The project does not conflict with any local policies or ordinances protecting biological resources.

(6) There is no 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 AH-12 and AH-14 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**
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 Gallo Office Project is consistent with the archeological and historical resource policies in the General Plan.

(2) There are no existing structures on the project site. All development is to be within an existing parking lot used by Gallo Winery employees and visitors.

(3-4) Grand Street is right-of-way that was formerly a portion of California State Highway 132, but was subsequently shortened to a dead-end-street when the state rerouted CA-132 to its current alignment on Yosemite Boulevard in the early 1990's. The western end of Grand Street is comprised of a concrete arch bridge over Dry Creek that was built in 1907. Following an August 1979 review by the Office of Environmental Planning of the California Department of Transportation (Caltrans), the bridge was deemed eligible to be listed on the National Register of Historic Places by Caltrans. (Appendix; Pg. 49). To date, the bridge has not been listed on the National Register of Historic Places.

The project does not propose removal or modification of this bridge. Instead, the Grand Street abandonment would place the bridge under the ownership of the E & J Gallo Winery, where it will be utilized as a private drive for employees and visitors to the winery's facility. Due to the

age of the bridge and its eligibility for inclusion on the National Register of Historic Places, the City's General Plan policies related to historic buildings would require analysis of the bridge for historic and/or cultural significance in the course of the building permit process if any alteration or demolition is proposed in the future.

(5) The project does not conflict with local policies affecting biological resources. The City does not have a heritage tree ordinance; however, the Gallo Winery has stated that existing trees in the vicinity of the office building are of importance as family heirlooms, and will be preserved wherever possible or moved to alternate locations in near vicinity to the site if necessary.

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: 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-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) The Gallo Office Project is consistent with the City's General Plan in both land use and intensity. There is an existing 12-inch storm drain main available along the South Santa Rosa Avenue frontage for the project. No storm drains exist within the Grand Street right of way to be abandoned.

(2) 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."

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-12 and 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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office Project is consistent with the flooding and water quality policies in the General Plan.

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

(3) The project involves the establishment of an 116,000 square foot professional office building within an area zoned for commercial and industrial uses. No housing is proposed in the project, and no development is proposed within a 100-Year Floodplain.

(4) The project site is located adjacent to and east of Dry Creek. A 0.10-acre portion at the western edge of the rezone area, the western 180-feet of the Grand Street alignment to be abandoned, and a 0.25-acre portion at the western edge of the annexation area lies within the 100-Year Floodplain as identified by FEMA Firm Panel 06099C-0340E. However, all development for the proposed office will be on the previously developed parking area outside and east of the 100-year Floodplain. No development or disturbance is proposed within the 100-Year Floodplain.

(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures.

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

(7) The project is proposed to be located on a previously developed parking area outside of the 100-Year Floodplain, and 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 or provide substantial additional sources of polluted runoff.

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 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:

	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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office Project is consistent with the parks and open space policies in the General Plan.

(2) The project is proposed to be built over an existing parking area used by Gallo campus employees and visitors. The project would not eliminate an existing park or designated open space.

(3) The project is for a professional office building and would not cause a significant increase in the use of existing neighborhood and regional 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:

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:

	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 Gallo Office Project is consistent with the policies relating to schools in the General Plan.

(2) The project was referred to Modesto City 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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
performance objectives.				

Discussion:

(1) The Gallo Office Project is consistent with the policies relating to police services in the General Plan.

(2) The project was referred to the Modesto Police Department who indicated no opposition to the project.

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 Gallo Office Project is consistent with the policies relating to fire 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.

(3) The area of annexation to the City of Modesto will detach from the jurisdiction of the Stanislaus Industrial Fire Protection District and become part of the service area of the Modesto Regional Fire Authority. The Modesto Regional Fire Authority has not raised concerns with service to the annexation area, and response would be provided by Station No. 1, approximately 0.75 miles distant.

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 Gallo Office Project is consistent with the policies relating to solid waste services in the General Plan.

(2) This project was referred to the Solid Waste Division for review, and no indication was given that there would be a problem serving this project.

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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office 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 the project.

(3-4) The project is not located on a site identified as a hazardous materials site, nor is 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 Gallo Office 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 Gallo Office Project is consistent with the energy policies in the General Plan.

(2) The office building is to be constructed to a LEED-Gold certification status for high efficiency operations. 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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Gallo Office Project is consistent with the policies relating the visual resources in the General Plan.

(2-3) The office building is to be constructed over an existing parking lot between Yosemite Boulevard and existing winery operation buildings, east of the Dry Creek Open Space area and northeast of Beard Brook Park. There are no immediate views to the park or Dry Creek Open Space from the site's Yosemite frontage; however, views are available in the vicinity of Yosemite Boulevard and South Morton Boulevard, west of the Grand Street abandonment area and proposed building site. Views to the park and open space area would remain open from the roadway of both Yosemite Boulevard west of the building site and from South Morton Boulevard, and access to the park and open space area would remain intact from South Morton Boulevard.

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 Gallo Office Project is consistent with the Industrial land use designation in the General Plan, which allows commercial and industrial zoning, and uses such as a professional office development.

(2) The project would not divide an established community. The street to be abandoned is a dead-end street that leads into existing Gallo parking areas and is rarely traveled by others than employees and visitors to the Gallo campus. Access on South Morton Boulevard would remain unchanged. The annexation area is to ensure that the proposed office building is entirely within the City's jurisdiction. The property on which the office building is to be located is designated as Industrial in the General Plan, which allows for commercial and industrial zoning and uses such as what currently exists in the surrounding area. The office building is

consistent with the mixture of industrial and commercial uses in the area and along Yosemite Boulevard.

(3) The project is consistent 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 will develop in accordance with climate change policies included in the UAGP and the MIER, and build to LEED Gold certification status. The purpose of the proposed new office building is to consolidate administrative services currently located at various locations throughout the campus to one location, thereby reducing vehicle miles traveled. Additionally, the project will retain existing trees on the project site where possible and relocate to the near vicinity those that require removal for the project. The site plan demonstrates additional trees to be planted around the building site.

The General Plan designation for the site is Industrial. The proposed development is consistent with these designations in terms of land-use and intensity.

(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 ARB. 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-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 the 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-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.

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 wind speed, 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: Construction activities shall comply with the City's Noise Ordinance (Title 4, Chapter 9). 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:

AH-12: Any project subject to CEQA that involves substantial earth-disturbing activities, where excavation/construction would occur outside of areas where previous development has occurred, or where excavation/construction would occur at depths greater than existing foundations, roads and/or trenches in the immediate vicinity, shall require evaluation of the site by a qualified archaeologist retained by the project applicant, which would include at minimum a records search, a Phase I pedestrian survey, and preparation of an archaeological report containing the results of this cultural resources inventory identification effort for submittal to the Central California Information Center.

AH-14: Any project that involves earth-disturbing activities shall require consultation by the applicant for the purposes of determining archaeological and cultural resources impacts and creating appropriate mitigation to address such impacts.

Increased Demand for Storm Drainage:

N/A

Flooding and Water Quality:

FWQ-12: New development shall comply with City requirements for conveyance, retention and detention. New development shall include onsite storage of Stormwater as necessary. Rockwells shall not be allowed for new development except at infill areas smaller than three acres where no other feasible alternative is available.

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

APPENDIX

Historical/Architectural Evaluation of Dry Creek Bridge; August 1979

Arch File

AN HISTORICAL/ARCHITECTURAL EVALUATION

OF

DRY CREEK BRIDGE

ON

10-Sta-132 P.M. 15.64

Submitted to:

Mr. Ray Carroll
Chief, Environmental Branch
District 10
Department of Transportation

Prepared by:

John W. Snyder
Staff Architectural Historian
Office of Environmental Planning
Department of Transportation

California Department of Transportation
Sacramento, California

August 1979

Dry Creek Bridge, Bridge No. 38-54, 10-Sta-132, P.M. 15.64 is described as a reinforced concrete earth filled arch, probably on spread footings. The bridge is 110-feet long, 26.6-feet wide, and the arch has a clear span of 102 feet (see Attachment A). Caltrans' records indicate the bridge was designed and built in 1921, probably by Stanislaus County, with the individual designer unknown. However, research indicates an earlier date--1907--and that the designer was the foremost designer and proponent of reinforced concrete bridges in California--John Leonard. While there is, at first glance, substantial differences between the dimensions listed for subject bridge and those given by Leonard for his Dry Creek Bridge, these can be suitably explained. Caltrans records show the bridge as 110-feet long, while Leonard gave a length of 160 feet. However, Caltrans field measurements show an overall (end of rail to end of rail) length of 191.5 feet. The differences probably result from differences in measuring techniques. Caltrans records show a clear arch of 102, while Leonard listed 112 feet. Again, this difference could result from different measuring techniques, or possibly from streambed siltation in the 72 years since the bridge was built. Caltrans records show a 25.4-foot width, while Leonard showed 26 feet.

On feature of this bridge which is immediately apparent is the graceful proportion of the arch, and its proportionally thin section at the top of the vault. This is a "trademark" of Leonard designs and its presence here provided research direction. In 1913 Leonard and his partner, W.P. Day, published a book entitled, The Concrete Bridge: How It Has Proved Itself In California, in which they discussed and advocated the material (in which they specialized) as the material--in terms of ease of construction, cost of construction and maintenance, and design aesthetics--for the future of bridge building. The book pictured a number of Leonard's bridges, and on page 15 is illustrated his Dry Creek Bridge in Stanislaus County, which he termed "a simple yet impressive structure". Comparison of that photo with those of the subject bridge leave little doubt they are one and the same.

John B. Leonard (see Attachment B) was born in Union City, Michigan on July 18, 1864. His education was in the public schools of Union City, at Michigan State College, at Illinois University, and at the University of Michigan. Leonard earned his own way through college doing various jobs, including teaching.

In 1888 he moved to Los Angeles where he worked in that City's engineering department. In 1889 he came north to San Francisco and spent the next 15 years in engineering construction work in that City. In 1903 he opened his own office as a structural engineer, and his reputation in this business quickly grew to be outstanding.

It is not known at this time just when Leonard became committed to reinforced concrete as the material of the future. Certainly he was in the right place at the right time to become aware of its potential. The year of his arrival in San Francisco was that which also saw the completion of Ernest L. Ransome's Alvord Lake Bridge in Golden Gate Park. This was the first reinforced concrete bridge in the United States (and is still in use). It is known, however, that he served as an associate editor (for reinforced concrete) of the Architect and Engineer of California from 1906 to January 1912. During this same period Leonard authored a number of articles touting the qualities of reinforced concrete, and had photos of some of his bridges appear in these as well as in articles by others. Advertisements in the journal also showed him to be an agent for "corrugated bars for reinforced concrete" with the ads usually illustrated by a photo of one of his bridges. Attachments C and D show, respectively, two examples of his advertisements and an illustration of subject bridge copied from the June, 1907 Architect and Engineer of California. This latter appeared, along with other Leonard bridges, in an article entitled "Concrete Construction for Bridges". While no byline was given, the article was, without doubt, authored by Leonard, who was then an associate editor (for reinforced concrete).

Following his departure from Architect and Engineer of California in 1912, Leonard and then-partner W. P. Day in 1913 published a book entitled The Concrete Bridge: How It Has Proved Itself In California. In this, the qualities of reinforced concrete for bridge building were again extolled. The various types of these bridges--flat spans (girder type and girderless), filled spandrel arches, open spandrel barrel vault arches, open spandrel rib-type arches--are discussed. Also mentioned is the fact that these bridges utilized local California products--timber for falsework and forms, cement, aggregate, sand, reinforcing steel--and thus avoided the delays which often accompanied the building of steel bridges due to the need to ship components in from out-of-state. The book then goes on to illustrate no fewer than twenty of Leonard's bridges, including the subject bridge (on page 15) about which Leonard calls the reader's attention to the "pleasing spring of the arch". His designs reveal a concern for aesthetics, for fitting the design to the site, and for detail. His arch bridges, without exception, reveal graceful parabolic arches rising to a remarkably thin section at the apex. They were used singly, as in the subject bridge, or in multiple arch spans such as his landmark Fernbridge over the Eel River in Humboldt County. This book is also singularly unique in that it carries on, in bridge engineering, a tradition of practicing architects to publish pattern books. While Leonard was not an architect, and while this was not literally a pattern book, its relation to this tradition--which dates back at least to the 16th century Italian architect Palladio--is clear. This tradition was not without precedent in California either, as the 19th century

architects Samuel and J. Cather Newsom published no fewer than eleven pattern and other books promoting their design and services. Leonard, however, appears to have been the only consulting engineer of this period to use this approach, and this book remains unique for providing a capsule glimpse of reinforced concrete bridge design in the first decade-and-a-half of the 20th century. It is likewise a fine encapsulation of the designs of John B. Leonard.

Leonard continued to win design contracts, and research reveals bridges built to his designs in 1914, 1922, 1925, and 1927. At the same time, he appears in the 1917 San Francisco City Directory as Sales Manager for Pacific Coast Steel. In 1921-22 he participated in work at the test highway at Pittsburg, California, where he furnished the delicate instruments necessary for measurements (other contributors and participants included Columbia Steel Company, the U. S. Bureau of Public Roads, and the California Highway Commission). Leonard, in association with Harold B. Hammill, was also instrumental in devising a method of analyzing an arch by the ellipse of elasticity. This development apparently took place several years prior to 1924, and both men claimed it was quick and accurate. On May 18, 1928, Leonard was appointed Superintendent of Building Inspection in San Francisco. The path of his life after this date, and his further contributions to engineering, is not known. Further research is currently being conducted by Mr. Paul Israel, a graduate student at the University of California at Santa Barbara. (Mr. Israel is also a researcher and field investigator in the presently ongoing Historic American Engineering Record survey of pre-1935 California State Highway Bridges.)

Leonard's pioneering efforts in reinforced concrete bridge design have not gone unnoticed. Two of his bridges have been designated Historic Civil Engineering Landmarks by the American Society of Civil Engineers. These are the aforementioned Fernbridge, and the former Mountain Quarries Company railroad bridge over the American River below Auburn, California. The A.S.C.E. recognized the 1911 Fernbridge--2,408 feet long with unprecedented 180-foot arched main spans--as providing precedent for the 1913 Colorado Street Bridge over Arroyo Seco in Pasadena and the 1914 Cabrillo Bridge in San Diego. And the railway bridge was, when built in 1911, the longest span concrete arch railroad bridge owned by a private concern. Further, the Keeper of the National Register of Historic Places has determined the only known nonreinforced concrete bridge designed by Leonard to be eligible for inclusion in the National Register of Historic Places. This latter is a steel Pratt truss swing bridge spanning the Sacramento River between Glenn and Butte Counties, California. Significantly, Leonard's first proposal for this location was a reinforced concrete bridge. Only after this had been turned down by the joint Boards of Supervisors of the two counties, who also called for a steel bridge, did the present design evolve.

In view of the above information which indicates the importance of John B. Leonard as an early 20th century designer of and proponent of reinforced concrete bridges in California, the Dry Creek Bridge appears to meet the criteria of the National Register of Historic Places. It possesses integrity of setting, design, materials, feeling and association. Under criterion C, representative of type (reinforced concrete filled spandrel arch bridge), period (first decade of the 20th century), method of construction (poured-in-place concrete utilizing built-up timber forms), and is the work of a master. It is significant in the area of engineering at the State level.

Bibliography:

Banks, Vernon A., Revised Original Report (unpublished Bridge Report for the State of California, Department of Transportation), Bridge No. 38-54, dated January 23, 1975.

Gebhard, David, Von Bretion, Harriette, and Winter, Robert W., Samuel and Joseph Cather Newsom: Victorian Architectural Imagery in California 1878-1908, Santa Barbara, Regents of the University of California, 1979.

Hammill, Harold B., "Five Highway Bridges Across the Van Duzen River, California", Western Construction News, March 25, 1927.

Janni, A. C., "The Design of a Multiple-Arch System and Permissible Simplifications", A.S.E.E. Transactions.

Leonard, John B. and Day, W. P., The Concrete Bridge: How It Has Proved Itself In California, San Francisco, Leonard and Day, 1913.

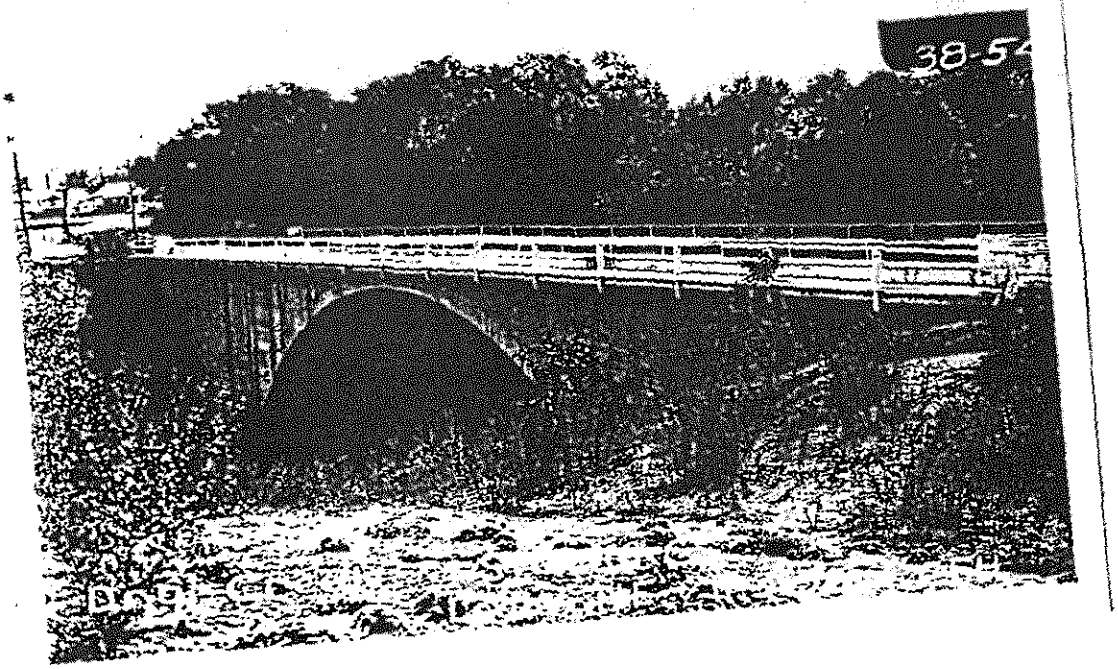
Snyder, John W., Report on Gianella Bridge on 03-But-32, P.M. 0.00, Sacramento River (unpublished report for California Department of Transportation), dated December 1, 1977.

_____, Historic Civil Engineering Landmarks of San Francisco and Northern California, ed. by William A. Myers, San Francisco, Pacific Gas and Electric Company, October 1977.

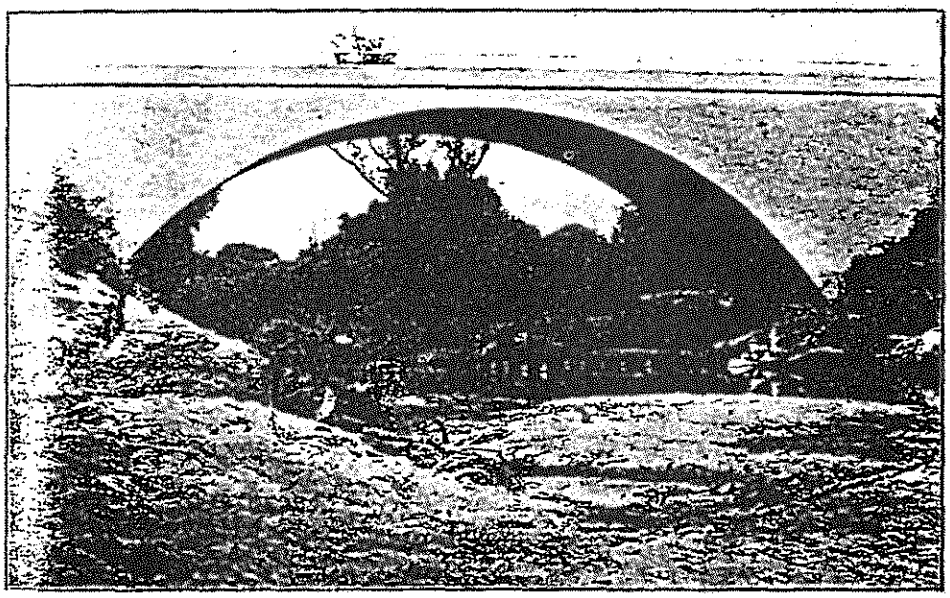
_____, Historic Civil Engineering Landmarks to Sacramento and Northeastern California, Sacramento, History and Heritage Committee of the Sacramento Section of the American Society of Civil Engineers, 1976.

_____, Crocker-Langley San Francisco Directory for the Year Ending June, 1917, San Francisco, H. S. Crocker Company, 1917.

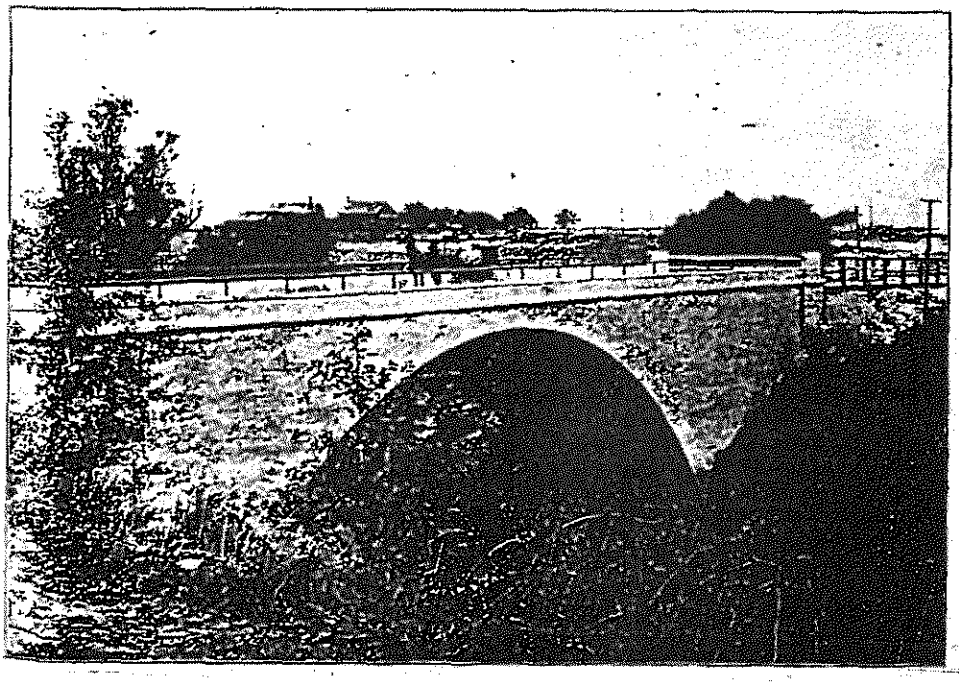
ATTACHMENT A



JOHN B. LEONARD, C.E.

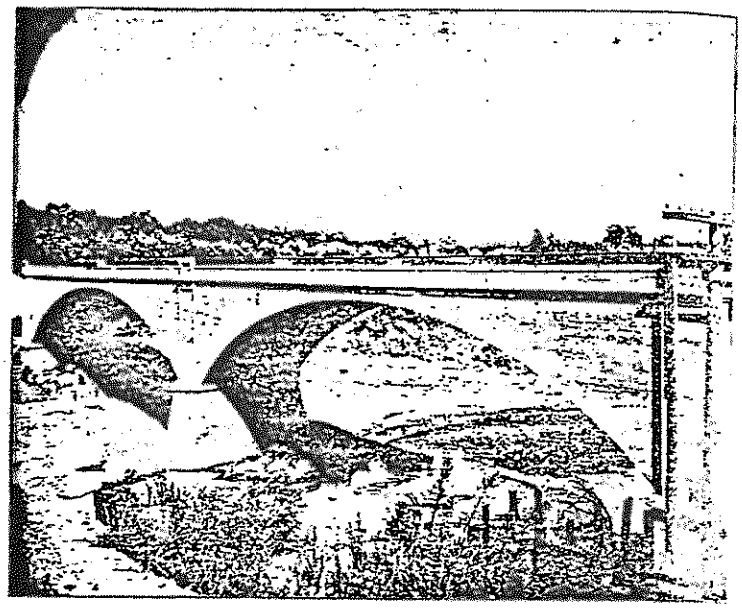


Dry Creek Bridge. Stanislaus County. Cal. Span 112' Ry. 26'
Pacific Construction Co., Contractors *Jno. B. Leonard, Engineer*



Another View of the same Bridge.

ATTACHMENT D



Two One-Hundred Foot Reinforced Concrete Arches, crossing the Stanislaus River, near Rippon, California. *Designed by* Jno. B. Leonard, C. E.

CORRUGATED BARS FOR REINFORCED CONCRETE

are used exclusively in the reinforcement of this bridge

¶ These bars are carried in stock in San Francisco, and can be furnished in any length up to 30 feet at once, up to 60 feet on special order.

All Official Tests and Juries have given Corrugated Bars First Place

¶ Why take chances with inferior forms of Reinforcement when the use of CORRUGATED BARS insures perfect bonding and permanency of structure?

SEND FOR CATALOGUE

JOHN B. LEONARD, C. E., Agent
623-625 Monadnock Building, SAN FRANCISCO

Bridge across San Joaquin River, between Madera and Fresno Counties at Skaggs Crossing

Designed by
JNO. B. LEONARD

Contractors
PACIFIC CONSTRUCTION CO.

CORRUGATED BARS FOR Reinforced Concrete

were used Exclusively in the Reinforcement of this Bridge

ECONOMY

No Excess Metal for Bond

BARS DELIVERED BENT READY FOR PLACING IN POSITION

JNO. B. LEONARD, C. E., Agent

813-15-16 SHELDON BUILDING

Send for Catalogue

SAN FRANCISCO, CAL.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-31

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND THE MODESTO CITY EMPLOYEES' ASSOCIATION (MCEA) FOR A TERM OF SEPTEMBER 24, 2013 TO MAY 30, 2014; AND AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES 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 City Employees' Association (MCEA) expired on September 23, 2013, and

WHEREAS, representatives of the CITY and the MCEA 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 MCEA 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:

- Article 1. TERM. The term of the MOU shall be from September 24, 2013 to May 30, 2014.
- Article 19 and 20. LICENSES, CERTIFICATES. Amend to clarify language to more accurately reflect current practices including the elimination of the Grade III shift differential for Wastewater Treatment Plant Operators effective May 6, 2014.

- Article 27. SICK LEAVE CONVERSION. Amend language to change from a first in, first out discount to a last in, first out discount for sick leave conversion. This provision will expire May 28, 2014.
- CONTINUATION OF REMAINING PROVISIONS. Except as provided above, the remaining provisions of the June 22, 2010 through September 23, 2013 MOU between the CITY and MCEA shall continue in the new MOU. The exact language of all provisions shall be set forth in the MOU between the CITY and MCEA.

WHEREAS, the Council considered this matter at its meeting of January 14, 2014.

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 City Employees' Association, which covers a term from September 24, 2013 through May 30, 2014, 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 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-32

RESOLUTION APPROVING A PROPOSED EXTENSION AGREEMENT INCLUDING LANGUAGE CHANGES FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MODESTO AND THE MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION (MCMA) FOR EXTENDING THE TERM OF THE AGREEMENT FROM SEPTEMBER 23, 2013 TO JUNE 30, 2014 AND UNLESS OTHERWISE MODIFIED BY THE CURRENT NEGOTIATED CONTRACT EXTENSION AS PRESENTED, ALL TERMS OF THE MOU WILL BE EXTENDED THROUGHT THE END OF JUNE 30, 2014; AND AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES 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 Confidential and Management Association (MCMA) expired on September 23, 2013, and

WHEREAS, representatives of the CITY and the MCMA 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 MCMA have reached agreement on language changes for an extension of the current MOU which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the MOU extension shall provide as follows:

SECTION 1. TERM. The term of the MOU shall be extended from September 23, 2013 to June 30, 2014.

SECTION 2. SALARY AND HEALTH PREMIUM CONTRIBUTIONS. There will be no salary or health insurance premium increases during the term of the extended contract that expires on June 30, 2014.

SECTION 3. MANAGEMENT LEAVE. On a one time basis in January 2014, employees in exempt regular positions shall be granted an additional sixteen (16) hours of Management Leave. The additional sixteen (16) hours of leave not used before June 30, 2014 shall be forfeited and such leave shall have no cash value.

SECTION 4. SPECIAL LEAVE. On a one time basis in January 2014, employees in nonexempt regular positions who are not eligible for Management Leave shall receive sixteen (16) hours of Administrative Leave. Such leave not used before June 30, 2014 shall be forfeited and such leave shall have no cash value.

SECTION 5. APPROVED WORK SCHEDULE. Consistent with Article 11, Approved Work Schedule, through June 30, 2014, the City shall make reasonable efforts to allow employees to utilize alternative work schedules and the parties agree that decisions on alternative work schedules shall not be grievable.

SECTION 6. ALL OTHER TERMS. All other terms and conditions of the June 19, 2012 - September 23, 2013 contract remain in full force and effect unless otherwise modified by the extension agreement.

The exact language of all provisions shall be set forth in the Letter of Agreement between the CITY and MCMA.

WHEREAS, the Council considered this matter at its meeting of January 14, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the language changes for an extension agreement to the Memorandum of Understanding between the City of Modesto and the Modesto Confidential and Management Association, which covers a term through June 30, 2014,

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 14th day of January, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-33

Print

RESOLUTION ESTABLISHING AN UPDATED LIST OF PRE-QUALIFIED ON-CALL ENVIRONMENTAL SERVICE PROVIDERS TO PREPARE ENVIRONMENTAL IMPACT REPORTS AND PERFORM OTHER RELATED ENVIROMENTAL SERVICES, ON AN AS-NEEDED BASIS, FOR A PERIOD OF SIX (6) YEARS

WHEREAS, from time to time, the City requires the services and expertise of Environmental Service Providers to assist the City in providing environmental documents, including but not limited to environmental impact reports, mitigated negative declarations, initial studies and special studies, as required by state and federal law (California Environmental Quality Act & National Environmental Protection Act), and

WHEREAS, the current short-list of Environmental Service Providers has been in effect since 2008 and is now due for an update, and

WHEREAS, the purpose of the pre-qualified on-call environmental service providers list is to assist the City with the successful preparation of environmental documents in compliance with the California Environmental Quality Act, and the National Environmental Protection Act, to streamline the development process, and to maintain a close working relationship with listed firms on an ongoing basis to standardize, and improve the City's format and analytical approach to Environmental Impact Reports, leading to further project streamlining, and

WHEREAS, the City issued a Request for Qualifications on October 28, 2013, and received fourteen (14) submittals in response, and

WHEREAS, based on consultant team interviews held on December 16 & 17, 2013, the staff Consultant Selection Committee recommends that ten (10) firms be placed on the updated list: Ascent Environmental, AECOM, ESA, Horizon Water &

Environment, ICF International, Impact Sciences, Jerry Haag, PMC, SWCA and Turnstone Consulting.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the following ten firms: AECOM, Ascent Environmental, ESA, Horizon Water& Environment, ICF International, Impact Sciences, Jerry Haag, PMC, SWCA and Turnstone Consulting, to provide on-call services to prepare environmental impact reports, mitigated negative declarations, initial studies and perform other related environmental tasks, for a period of six (6) years.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-34

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL USED OIL COMPETITIVE GRANT CYCLES, 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 that the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for Used Oil Competitive Grants for which the City of Modesto is eligible; and

BE IT FURTHER RESOLVED that the City Manager or his/her 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; and

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.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of January, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-35

RESOLUTION AUTHORIZING THE PURCHASING MANAGER TO PURCHASE GAMETIME PLAY EQUIPMENT FOR CÉSAR E. CHÁVEZ PARK AND MELLIS PARK BY ACCESSING THE TERMS OF THE US COMMUNITIES AGREEMENT WITH GAMETIME

WHEREAS, the City of Modesto originally developed and installed play equipment at César E. Chávez Park and Mellis Park in 1996, and

WHEREAS, at the time of installation, the American with Disabilities Act (ADA) Guidelines were not as inclusive as they now are, and

WHEREAS, replacing the existing play equipment with new play equipment will improve the ADA accessibility of the playground and will meet current ADA Guidelines, and

WHEREAS, since the installation of the play equipment it has been repeatedly vandalized to the point that replacement parts are difficult to obtain, and

WHEREAS, due to the age of the existing play equipment it is scheduled to be removed soon, and

WHEREAS, US Communities went through a sound competitive process for the purchase of play equipment, awarding a multi-year contract to GameTime, and

WHEREAS, there are no local vendors capable of providing the type of play equipment required for this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the Purchasing Manager to purchase GameTime play equipment for César E. Chávez Park and Mellis Park 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 28th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-36

RESOLUTION ACCEPTING THE WORK BY EMJ CORPORATION, FOR THE "BUS MAINTENANCE FACILITY 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 $11,174,391

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the Bus Maintenance Facility Project has been completed by EMJ Corporation, in accordance with the contract agreement dated November 3, 2010,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Bus Maintenance Facility Project is hereby accepted as complete from said contractor, EMJ Corporation, 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 $11,174,391 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 28th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-37

RESOLUTION ADOPTING THE EAST STANISLAUS INTEGRATED REGIONAL WATER MANAGEMENT PLAN, AND DIRECTING STAFF TO SUBMIT THE IRWMP TO THE DEPARTMENT OF WATER RESOURCES FOR ACCEPTANCE

WHEREAS, on June 22, 2010, by Resolution 2010-276 the City Council approved Cost Sharing Agreement between the Cities of Ceres, Hughson, Modesto, and Turlock for development of an IRWMP, and

WHEREAS, on June 22, 2010, by Resolution No. 2010-277 the City Council approved an agreement with RMC Water and Environment for consultant services to develop and Integrated Regional Water Management Plan, and

WHEREAS, on August 9, 2011, by Resolution 2011-359, the City Council approved the Memorandum of Understanding between the City of Modesto and the Cities of Ceres, Hughson, and Turlock related to development of the East Stanislaus Integrated Regional Water Management Partnership, and

WHEREAS, on August 23, 2011, the cities of Modesto, Ceres, Hughson, and Turlock signed the Memorandum of Understanding to create the East Stanislaus Regional Water Management Partnership, the Regional Water Management Group for the Region, and

WHEREAS, on September 1, 2011, the Department of Water Resources completed their process review of the East Stanislaus Regional Acceptance Application and announced acceptance of East Stanislaus as an Integrated Regional Water Management Region, and

WHEREAS, the Partnership prepared the East Stanislaus IRWMP from 2010 through 2013 based on the California Department of Water Resources Proposition 84 & 1E Integrated Regional Water Management Plan Guidelines, and

WHEREAS, the benefits of integrated regional water management planning are intended to increase efficiencies and effectiveness of water resources planning, enhance collaboration across agencies and stakeholders, and improve responsiveness to regional needs and priorities, and

WHEREAS, the adoption of the East Stanislaus IRWMP is exempt from the California Environmental Quality Act pursuant (CEQA) to CEQA Guidelines §15262 and §15306 because the Plan involves planning studies for possible actions that participating agencies have not yet approved and consists of basic data collection that would not result in the disturbance of any environmental resource,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby adopts the East Stanislaus Integrated Regional Water Management Plan.

BE IT FURTHER RESOLVED that staff is hereby authorized to submit the IRWMP to the Department of Water Resources for acceptance.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of January, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2013-38

RESOLUTION AMENDING THE POSITION CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATION OF DIRECTOR OF UTILITIES

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. The Position Classification Plan of the City of Modesto is hereby amended to create the classification of Director of Utilities at salary range 1429. The job specification for Director of Utilities is being created to plan, direct and review the functions of the Utilities Department including the development of short and long-term water and wastewater resource management goals consistent with the City's Strategic Plan and business objectives and ensure their effective execution; to ensure all assigned water and wastewater utility operations and functions serve the needs of the City, while complying with applicable laws and regulations; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager, as shown in **attached**

Exhibit "A," which is hereby made a part of this resolution by reference, is hereby approved and made part of the Position Classification Plan of the City of Modesto.

SECTION 2. EFFECTIVE DATE. This resolution shall become effective on and after January 28, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 28th day of January, 2014, 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, Interim City Attorney

EXHIBIT A

CITY OF MODESTO
NO. 1783

DIRECTOR OF UTILITIES

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, direct and review the functions of the Utilities Department including but not limited to the development of short and long-term water and wastewater resource management goals consistent with the City's Strategic Plan and business objectives and ensure their effective execution; to ensure all assigned water and wastewater utility operations and functions serve the needs of the City, while complying with applicable laws and regulations; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the City Manager.

Exercises direct supervision over assigned management, supervisory, professional, technical, maintenance, and administrative support staff.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS - *Essential and other important responsibilities and duties may include, but are not limited to the following:*

Essential Functions:

Develop priorities, approach, and strategies regarding organizational development/ improvement initiatives; develop, plan, and implement Department goals and objectives in accordance with the core purpose, mission, vision, and values of the City; develop, recommend, and administer policies and procedures; identify, develop, and implement initiatives to improve service delivery with other city departments and public/regional agencies.

Provide direction and advice to Department management; coordinate interdepartmental activities as well as City activities with outside agencies and organizations.

Perform or supervise comprehensive management analyses in a wide range of municipal policies, organization, procedures, budgetary and finance areas; prepare and present staff reports and other necessary correspondence.

Represent the City to outside groups and organizations; participate in outside community and professional groups and committees; meet with members of the public including

members of the business community and citizen groups to explain City policies, procedures, goals and objectives; negotiate agreements and resolve difficult City administration related problems and questions.

Provide staff assistance to the City Council, committees, commissions and the City Manager in matters related to a wide variety of City administration activities and programs.

Review and respond to citizen complaints or requests for information.

Research, prepare and present technical and administrative reports to Council, commissions and a variety of committees; prepare written correspondence.

Build and maintain positive working relationships with Senior Executive Team, Mayor, City Council, co-workers, other City employees and the public using principles of good customer service.

Develops general policies in consultation with appropriate department/division heads for the expansion, operation and maintenance of municipal public works projects.

Develop and implement long and short-term strategic plans in support of department and City-wide goals and objectives.

Plan, organize, direct, and evaluate all operations relating to utility master planning, utility CIP design, utility rates/grants, and regional initiatives/strategic planning, including the design, operation, construction, maintenance, and repair of utility facilities.

Prepare and implement long-range master planning and strategic planning for public works systems and improvements; prepare public works conditions to be placed on new and redeveloped parcels.

Direct the development, implementation, and administration of the City's capital improvement program as it relates to City-owned utility facilities.

Initiate and oversee the development, administration, and improvement of programs and strategies for protecting the City's water resources and wastewater treatment capacity, ensuring a reliable supply of high quality water to meet future needs and ensuring the availability of adequate physical facilities to meet future needs.

Perform utility rate structure analysis and make recommendations on utility rates.
Plan, organize, direct, and evaluate all operations relating to water, wastewater collection and treatment, and storm water, including the operation, construction, maintenance, and repair of utility facilities.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the Department.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Methods, materials, techniques and equipment used in the construction, operation and maintenance of water, sewer, solid waste systems and waste-to-energy facilities.

Principles, practices, methods, materials, techniques, and equipment used in the construction, operation, and maintenance of water, sewer, and wastewater systems.

Applicable laws and regulatory codes related to utility and solid waste operations.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles and practices of budget preparation and administration.

Principles and practices of organization, administration and personnel management.

Principles of supervision, training and performance evaluation.

Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

Organize, direct and coordinate the activities of the Department in a manner conducive to full performance and high morale.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Prepare and administer a budget.

Analyze organization system issues and select proper courses of action.

Interpret and apply City policies, procedures, rules and regulations.

Communicate clearly and concisely, both orally and in writing.

Select, lead, supervise, train and evaluate professional and technical subordinates.

Represent the City's interests before boards and commissions of local agencies and special water and sewer districts as directed by the City Manager.

Identify and respond to public and City Council issues and concerns.

Build consensus and develop a team approach; gain cooperation through discussion and persuasion.

Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

Experience and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Eight years of increasingly responsible related experience involving water and wastewater resource management programs including capital projects, public utility, or public works; including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering, public or business administration, environmental resources or a related field.

Training: (Continued)

A Master's degree from an accredited college or university in civil engineering, public, or business administration is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Possession of a Certificate of Registration as a professional civil engineer in the State of California is desirable, but not mandatory.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature-controlled office environment subject to typical office noise and environment. Positions require regular overtime or weekend work and the ability to travel.

Individuals appointed into positions in this classification are in the Unclassified Service and serve at the will of the City Manager.

Class Spec History	
Adopted	09/13
Revised	
BU	Exec Mgt

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-39

A RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2012-510, WHICH AMENDED THE CLASS RANGE TABLE FOR EXECUTIVE MANAGEMENT INCLUDING CHARTER OFFICERS, TO ADD THE DIRECTOR OF UTILITIES TO SALARY RANGE 1429

WHEREAS, by Resolution No. 2012-510 which became effective on December 11, 2012, the City Council amended the class range tables for unrepresented Management and Confidential employees including Charter Officers and Executives, and

WHEREAS, the Council of the City of Modesto desires to add the Director of Utilities to Salary Range 1429, and

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

SECTION I. AMENDMENT TO RESOLUTION NO. 2012-510. **Exhibit** "A" entitled, "City Of Modesto Class Range Table, Executive Management, Effective December 4, 2012" attached to Resolution No. 2012-510, is hereby amended as shown on the amended **Exhibit** "A" entitled "City of Modesto Class Range Table, Executive Management, Effective January 28, 2014" which is **attached** hereto and made a part hereof as though set forth in full herein. Said **Exhibit "A"** adds the Director of Utilities to salary range 1429.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after January 28, 2014.

AMENDED exhibit A
on June 10, 2014
By Resolution 2014-225

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of January, 2014, 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, Interim City Attorney

EXHIBIT A

CITY OF MODESTO
CLASS RANGE TABLE
EXECUTIVE MANAGEMENT
Effective January 28, 2014

RANGE	TITLE
1414	City Auditor City Clerk
1420	Director of Finance Director of Human Resources
1422	Chief Information Officer Director of Community and Economic Development Director of Parks, Recreation and Neighborhoods Director of Public Works Director of Utility Planning and Projects
1427	Deputy City Manager Fire Chief
1428	City Attorney
1429	**Director of Utilities**
1431	Chief of Police
1436	City Manager

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-40

Print

RESOLUTION AUTHORIZING FUNDING IN THE AMOUNT OF $75,000 FROM GENERAL FUND RESERVES FOR LIMITED CONSULTANT ASSISTANCE TO UPDATE THE MODESTO URBAN AREA GENERAL PLAN MASTER EIR

WHEREAS, on December 7, 2010, by Resolution No. 2010-495, the Modesto City Council accepted US HUD-EPA-DOT Strategic Communities Initiative Smart Valley Places grant funding in the amount of $200,000, for the purpose of preparing the 2050 General Plan Amendment focused on the land use and transportation elements, and

WHEREAS, staff has been working on the 2050 General Plan Amendment project for three years and has substantially completed a working draft, and

WHEREAS, limited funding in the amount of $75,000 from the General Fund Reserves is necessary to fund certain technical studies associated with the Modesto Urban Area General Plan Master Environmental Impact Report (Master EIR) update, which is required in order to approve the 2050 General Plan Amendment project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appropriation of $75,000 from General Fund Reserves to establish funding for certain technical studies related to the 2050 Modesto Urban Area General Plan Master EIR update.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of January, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-41

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 OPERATING BUDGET TO APPROPRIATE FUNDING IN THE AMOUNT OF $75,000 FROM GENERAL FUND RESERVES TO 0100-14400-53300 (PROFESSIONAL SERVICES) FOR THE MODESTO URBAN AREA GENERAL PLAN MASTER EIR UPDATE, AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, a budget appropriation in the amount of $75,000 from General Fund Reserves is necessary to fund certain technical studies associated with the Modesto Urban Area General Plan Master Environmental Impact Report (Master EIR) update for the 2050 General Plan Amendment 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 $75,000 from General Fund Reserves to 0100-14400-53300 to establish funding for certain technical studies related to the Master EIR update.

BE IT FURTHER RESOLVED that the 2013/2014 fiscal year operating budget be amended for the 2050 General Plan Amendment Master EIR Project with the funding distributed 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 January, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Expense:	Increase:	Description of Account:
0100 - General Fund Reserves	$75,000	0100-14400-53300 Professional Services (Planning)

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-42

Print

RESOLUTION APPROVING APPLICATIONS FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY GRANT DOCUMENTS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above, and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures, and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying approval of application(s) by the Applicant's governing board before submission of said application(s) to the state, and

WHEREAS, the City of Modesto, if selected, will enter into an agreement(s) with the State of California to carry out the development of the proposal(s), and

WHEREAS, a public meeting was held on February 4, 2014, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which submittal of the grant application(s) was considered by the Council of the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves submittal of an application(s) for the Modesto Urban Area General Plan Master EIR update, and/or the McHenry Avenue corridor study, in order to make the greater Modesto community more sustainable.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it certifies the City of Modesto understands the assurances and certification in the application.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it certifies the City of Modesto will have sufficient funds to develop the Proposal(s) or will secure the resources to do so.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it certifies the Proposal(s) will comply with any applicable laws and regulations.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to act 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(s).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of February, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-43

RESOLUTION APPROVING THE CHANGES TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) TO INITIATE GRANT CLOSE OUT AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS TO CLOSE THE TRANSACTION

WHEREAS, the City received a $2,951,549 formula-based grant award under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and

WHEREASE, the City entered into an agreement with the U.S. Department of Housing and Urban Development (HUD) on March 9, 2011, and

WHEREAS, under the terms of the agreement all NSP3 grant funds, including all funds budgeted for administrative oversight, must be fully expended by March 9, 2014, and

WHEREAS, in an effort to ensure that the NSP3 expenditure deadline is met, staff recommended reducing NSP3 Funds previously allocated to Housing Authority of the County of Stanislaus (HACS) for Downey Terrace be reallocated to Stanislaus County Affordable Housing Corporation (STANCO) for Bennett Place resulting in a new total NSP3 allocations of $620,000 for Downey Terrace and $936,395 for Bennett Place (see **Exhibit A**), and

WHEREAS, to ensure the Downey Terrace or Bennett Place projects not have significant shortfalls, staff recommended modifying the Neighborhood Stabilization Program 2 (NSP2) program income allocations equal to the proposed NSP3 fund adjustments (i.e., not to exceed $378,395), and

WHEREAS, the proposed adjustments do not increase or decrease the total project allocations of combined NSP2 and NSP3 funding, it is simply an adjustment of the funding sources that does not change the net total, and

WHERAS, this action was recommended for Council approval by the Citizens' Housing and Community Development Committee (CH&CDC) on January 15, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the changes to the Neighborhood Stabilization Program 3 (NSP3) to initiate grant close out.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign any and all related documents required to enact all NSP3 grant close out transactions depicted in 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 February, 2014, 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, Interim City Attorney

EXHIBIT A

CURRENT DOWNEY TERRACE FUNDING ALLOCATIONS		PROPOSED ADJUSTMENTS	PROPOSED ALLOCATIONS
HOME FUNDING	$ 665,000.00		$ 665,000.00
NSP2 FUNDING	$ 450,000.00		$ 450,000.00
NSP2 PROGRAM INCOME	$ 301,605.00	+ $ 378,395.00	$ 680,000.00
NSP3 FUNDING	**$ 998,395.00**	- $ 378,395.00	**$ 620,000.00**
HACS FUNDING	$ 85,000.00		$ 85,000.00
TOTAL PROJECT COST	$ 2,500,000.00		$ 2,500,000.00

CURRENT BENNETT PLACE FUNDING ALLOCATIONS		PROPOSED ADJUSTMENTS	PROPOSED ALLOCATIONS
HOME FUNDING	$ 1,025,047.00		$ 1,025,047.00
MHSA FUNDING	$ 2,189,970.00		$ 2,189,970.00
NSP2 FUNDING	$ 646,100.00		$ 646,100.00
NSP2 PROGRAM INCOME	$ 748,382.00	- $ 378,395.00	$ 369,987.00
NSP3 FUNDING	**$ 558,000.00**	+ $ 378,395.00	**$ 936,395.00**
TOTAL PROJECT COST	$ 5,167,499.00		$ 5,167,499.00

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-44

Print

RESOLUTION AMENDING THE FY 2013-2014 MULTI-YEAR BUDGET FOR NSP3 PROJECT 100598 AS DETERMINED BY THE REALLOCATION OF FUNDS AS SET FORTH IN ACTUAL GRANT CLOSE OUT PER THE DISASTER RECOVERY GRANT REPORTING SYSTEM (DRGR), AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City received a $2,951,549 formula-based grant award under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and

WHEREASE, the City entered into an agreement with the U.S. Department of Housing and Urban Development (HUD) on March 9, 2011, and

WHEREAS, under the terms of the agreement all NSP3 grant funds, including all funds budgeted for administrative oversight, must be fully expended by March 9, 2014, and

WHEREAS, in an effort to ensure that the NSP3 expenditure deadline is met, staff recommended reducing NSP3 Funds previously allocated to Housing Authority of the County of Stanislaus (HACS) for Downey Terrace be reallocated to Stanislaus County Affordable Housing Corporation (STANCO) for Bennett Place resulting in a new total NSP3 allocations of $620,000 for Downey Terrace and $936,395 for Bennett Place (see **Exhibit A**), and

WHEREAS, to ensure the Downey Terrace or Bennett Place projects not have significant shortfalls, staff recommended modifying the Neighborhood Stabilization Program 2 (NSP2) program income allocations equal to the proposed NSP3 fund adjustments (i.e., not to exceed $378,395), and

WHEREAS, the proposed adjustments do not increase or decrease the total project allocations of combined NSP2 and NSP3 funding, it is simply an adjustment of the funding sources that does not change the net total, and

WHERAS, this action was recommended for Council approval by the Citizens' Housing and Community Development Committee (CH&CDC) on January 15, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the FY 2013-2014 Multi-Year Budget for NSP3 Project 100598 as determined by the reallocation of funds as set forth in actual close out per the Disaster Recovery Grant Reporting System (DRGR).

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, including but not limited to modifications to the NSP3 Loan Agreements for both STANCO and HACS.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of February, 2014, 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, Interim City Attorney

EXHIBIT A

CURRENT DOWNEY TERRACE FUNDING ALLOCATIONS		PROPOSED ADJUSTMENTS	PROPOSED ALLOCATIONS
HOME FUNDING	$ 665,000.00		$ 665,000.00
NSP2 FUNDING	$ 450,000.00		$ 450,000.00
NSP2 PROGRAM INCOME	$ 301,605.00	+ $ 378,395.00	$ 680,000.00
NSP3 FUNDING	**$ 998,395.00**	- $ 378,395.00	**$ 620,000.00**
HACS FUNDING	$ 85,000.00		$ 85,000.00
TOTAL PROJECT COST	$ 2,500,000.00		$ 2,500,000.00

CURRENT BENNETT PLACE FUNDING ALLOCATIONS		PROPOSED ADJUSTMENTS	PROPOSED ALLOCATIONS
HOME FUNDING	$ 1,025,047.00		$ 1,025,047.00
MHSA FUNDING	$ 2,189,970.00		$ 2,189,970.00
NSP2 FUNDING	$ 646,100.00		$ 646,100.00
NSP2 PROGRAM INCOME	$ 748,382.00	- $ 378,395.00	$ 369,987.00
NSP3 FUNDING	**$ 558,000.00**	+ $ 378,395.00	**$ 936,395.00**
TOTAL PROJECT COST	$ 5,167,499.00		$ 5,167,499.00

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-45

Print

RESOLUTION AUTHORIZING (i) THE AWARD OF BIDS FOR THE FURNISHING OF CLOSED CIRCUIT TV PIPELINE INSPECTION SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, WASTEWATER COLLECTIONS DIVISION, TO ABC SERVICE, SACRAMENTO, CA, AS "PRIMARY" CONTRACTOR AND PROFESSIONAL PIPE SERVICES, WALNUT, 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 $491,550, AND OVER FIVE (5) YEARS OF $2,457,750, AND (ii) AMEND FISCAL YEAR 2013-14 WASTEWATER COLLECTIONS OPERATING BUDGET BY APPROPRIATING $491,550 WASTEWATER FUND RESERVES TO ACCOUNT 4210-54212-53300

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of closed circuit TV (CCTV) inspection services, and

WHEREAS, the Purchasing Division issued RFB No. 1314-21 Closed Circuit TV Pipeline Inspection Services to twelve (12) prospective bidders and posted the bid on the City's website, and

WHEREAS, there are no local vendors capable of providing this service, and

WHEREAS, bids were formally opened in the City Clerk's Office. Five (5) companies chose to respond, and

WHEREAS, all five (5) companies provided responsive and responsible bids, and

WHEREAS, in order to ensure continued services to the City, purchase agreements shall be awarded to two (2) contractors to provide for backup to meet the City's needs. 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 responsive and responsible bids, City staff recommends the award of bids for the furnishing of CCTV inspection services for the Department of Public Works, Wastewater Collections Division, to ABC Service, Sacramento, CA, as "primary" contractor and Professional Pipe Services, Walnut, 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 $491,550, and over five (5) years of $2,457,750, 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 bids for the furnishing of CCTV inspection services for the Department of Public Works, Wastewater Collections Division, to ABC Service, Sacramento, CA, as "primary" contractor and Professional Pipe Services, Walnut, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203.

NOW, THEREFORE, BE IT RESOLVED that the Fiscal Year 2013-14 Wastewater Collections operating budget be amended by appropriating $491,550 from Wastewater Fund reserves to account 4210-54212-53300, and

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the furnishing of CCTV inspection services for the Department of Public Works, Wastewater Collections Division, to ABC Service, Sacramento, CA, as "primary" contractor and Professional Pipe Services, Walnut, 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

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchase agreements for an estimated annual cost of $491,550, and over five (5) years of $2,457,750.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-46

Print

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 1221 NADINE AVENUE, (APN: 038-042-026) 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.2012-203, and

WHEREAS, it amended city of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 1221 Nadine Avenue, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 1221 Nadine Avenue.

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 11th day of February, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-47

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND INDERJIT SINGH TOOR, A MARRIED MAN, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 1221 NADINE AVENUE, (APN: 038-042-026), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 1221 Nadine Avenue is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 1221 Nadine Avenue, (APN: 038-042-026).

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 11th day of February, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-48

RESOLUTION APPROVING THE GRANTING OF SIXTEEN (16) HOURS OF SPECIAL LEAVE TO NON-SWORN UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES, INCLUDING CHARTER OFFICERS AND NON-SWORN EXECUTIVES

WHEREAS, non-sworn unrepresented management and confidential employees have given permanent ongoing structural changes including pension reform and modifications to retiree health program, and

WHEREAS, Non-sworn unrepresented management and confidential employees have not received any insurance premium contribution increases since plan year 2011 and have received one salary increase of 1.5% in the last seven years, and

WHEREAS, the Council of the City of Modesto desires to approve a one-time granting of sixteen (16) hours of special leave which will have no cash value and must be used by July 28, 2014 to mirror the recently adopted provision of the Modesto Confidential & Management Association (MCMA) agreement, and

WHEREAS, the Council considered this matter at its meeting on February 11, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the granting of sixteen hours of special leave to non-sworn unrepresented management and confidential employees. Special leave hours will be advanced on February 25, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-49

Print

RESOLUTION APPROVING AMENDMENT NO. 2 TO AMENDED AND RESTATED REIMBURSEMENT AGREEMENT AMONG BANK OF AMERICA, THE CITY OF MODESTO AND MODESTO PUBLIC FINANCING AUTHORITY; AMENDMENT NO. 2 TO FEE LETTER; AND A SUPPLEMENT TO OFFICIAL STATEMENT; AND AUTHORIZING CERTAIN OTHER RELATED ACTIONS

WHEREAS, the City of Modesto 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 (the "City"), and

WHEREAS, the Modesto Public Financing Authority (the "Authority") is authorized under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Act"), to lease and/or purchase real property and to issue bonds for the financing and refinancing of public capital improvements whenever there are significant public benefits, and

WHEREAS, the Authority previously issued its $65,170,000 original aggregate principal amount of Modesto Public Financing Authority Lease Revenue Refunding Bonds Series 2008 (the "2008 Bonds"), and

WHEREAS, Bank of America, N.A., as Credit Facility Provider (the "Bank") issued its Irrevocable Transferable Letter of Credit dated August 28, 2008 (the "Initial Credit Facility") to provide credit support for the 2008 Bonds, and

WHEREAS, subsequently, on various occasions, the City requested the Bank to extend the Stated Expiration Date of the Initial Credit Facility, and the Bank agreed, most recently extending the Stated Expiration Date to March 31, 2014, and

WHEREAS, the City has now requested the Bank to again extend the Stated Expiration Date of the Initial Credit Facility, and the Bank has agreed, subject to certain conditions, to extend the Stated Expiration Date, and

WHEREAS, in connection with the extension of the Stated Expiration Date of the Initial Credit Facility, the City, the Authority and the Bank will enter into an Amendment No. 2 to Amended and Restated Reimbursement Agreement (the "Reimbursement Agreement Amendment") and related Amendment No. 2 to Fee Letter (the "Fee Letter Amendment"), and

WHEREAS, the City and the Authority will prepare a supplement to the Official Statement for the 2008 Bonds describing certain material information regarding the Bank and the Reimbursement Agreement (the "Supplement to Official Statement"), and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided,

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

Section 1. Findings. The City Council hereby specifically finds and determines that the actions authorized hereby constitute and are with respect to the public affairs of the City and that the statements, findings and determinations of the City set

forth above and in the preambles of the documents approved herein are true and correct and that the consummation of the transactions contemplated therein shall result in significant public benefits to the City.

Section 2. Approval of the Reimbursement Agreement Amendment and Fee Letter Amendment. The City Council hereby approves the extension of the Stated Expiration Date of the Initial Credit Facility. The Reimbursement Agreement Amendment and related Fee Letter Amendment proposed to be executed and entered into by the City, in the form presented at this meeting and on file with the City Clerk, are hereby approved, and each of the City Manager and the Finance Director, acting singly, is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Reimbursement Agreement Amendment and Fee Letter Amendment in substantially said forms, with such changes therein as such officer executing the Reimbursement Agreement Amendment and Fee Letter Amendment may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Approval of the Supplement to Official Statement. The Supplement to Official Statement proposed to be executed and delivered by the City, in the form presented at this meeting and on file with the City Clerk, is hereby approved, and each of the City Manager and the Finance Director, acting singly, is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Supplement to Official Statement in substantially said form, with such changes therein as such officer executing the Supplement to Official Statement may

require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Attestations. The City Clerk is hereby authorized and directed to attest the signature of the City Manager and the Finance Director and to affix and attest the seal of the City, as may be required or appropriate in connection with the documents approved by this Resolution.

Section 5. Other Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or desirable in order to consummate the transactions authorized hereby and to carry out, give effect to and comply with the terms and intent of this Resolution, the Reimbursement Agreement Amendment , the Fee Letter Amendment and the Supplement to Official Statement; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of February, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-50

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE KIERNAN AVENUE WATER MAIN REPLACEMENT PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH MOUNTAIN CASCADE, INC. OF LIVERMORE, CALIFORNIA IN THE AMOUNT OF $1,225,201.30, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Kiernan Avenue Water Main Replacement project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Kiernan Avenue Water Main Replacement project were opened at 11:00 a.m. on December 17, 2013, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $1,225,201.30 received from Mountain Cascade, Inc. of Livermore, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Mountain Cascade, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Kiernan Avenue Water Main Replacement project, accepts the bid of Mountain Cascade, Inc. of Livermore, California in the amount of $1,225,201.30, and awards Mountain Cascade, Inc. the contract for the Kiernan Avenue Water Main 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 11th day of February, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-51

RESOLUTION APPROVING AN INCREASE OF THE DIRECTOR OF UTILITY PLANNING AND PROJECTS' AUTHORITY TO ISSUE CHANGE ORDERS ON THE KIERNAN AVENUE WATER MAIN REPLACEMENT PROJECT FROM 8 PERCENT ($98,016) TO 11 PERCENT ($134,772) OF THE ORIGINAL CONTRACT PRICE WITH MOUNTAIN CASCADE, INC.

WHEREAS, staff has been working with Caltrans to obtain an encroachment permit since May 2013, with formal permit submittal in September and again in November, and

WHEREAS, Caltrans requested an unexpected plan change to the waterline configuration at the State Route 219 / Sisk Road intersection, and

WHEREAS, the requested plan change is a condition for issuing an encroachment permit, and

WHEREAS, it is estimated that the change will increase the cost of the project by approximately $34,000, or 2.8% of the bid cost, and

WHEREAS, the Director of Utility Planning and Projects currently has authority to approve change orders up to a cumulative amount of $98,016, and

WHEREAS, due to the inherent nature of this type of construction, the anticipated change orders related to the project, and in order to leave the Kiernan Avenue Water Main Replacement project Change Order Authority uncompromised, staff is requesting Council approval to increase the Director's Change Order Authority from 8% ($98,016) to 11% ($134,772),

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves increasing the Director of Utility Planning and Projects' authority to issue change orders on the Kiernan Avenue Water Main Replacement project by

$36,756 from 8% ($98,016) to 11% ($134,772) of the original contract price with Mountain Cascade, Inc.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of February, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-52

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $576,323 TO BE TRANSFERRED INTO THE PROJECT ACCOUNT FROM WATER FUND RESERVES IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE KIERNAN AVENUE WATER MAIN REPLACEMENT PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $576,323, in order to fund construction, contingency, construction administration and engineering support during construction for the Kiernan Avenue Water Main Replacement project, and

WHEREAS, to accomplish this, the Fiscal Year 2013-2014 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 2013-2014 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 February, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

Due to the increase of estimated construction, contingency, construction administration, and engineering construction costs for CIP Account #100628 "Kiernan Avenue Water Main Replacement," the total project costs need to be increased by $576,323. This would be done by adjusting Construction by $425,202, Contingency by $54,772, Construction Administration by $19,074, and Engineering / Design / Administration by $77,275.

To fund Kiernan Avenue Water Main Replacement project, $576,323 will be transferred from Water Fund Reserves into CIP Project Account #100628.
2232372.1

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-53

RESOLUTION ACCEPTING THE FISCAL YEAR 2012-2013 CITY OF MODESTO AND STANISLAUS DRUG ENFORCEMENT AGENCY SINGLE AUDIT REPORTS

WHEREAS, pursuant to 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 possible after the end of the fiscal year, and

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, the accounting firm of Brown and Armstrong has completed their annual single audit for the fiscal year ended June 30, 2013, and has provided its opinion based on that audit, and

WHEREAS, part of the City's Fiscal Year 2012-2013 Single Audit report, two audit findings have been disclosed and detailed information on the findings is located on pages 12-13 of the audit report, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2012-2013 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 11th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2013-53

RESOLUTION ACCEPTING THE FISCAL YEAR 2012-2013 ANNUAL SINGLE AUDIT REPORTS

EXHIBIT A

City of Modesto:

1. Single Audit Report

Other Agencies and Grant Programs:

2. Stanislaus Drug Enforcement Agency (SDEA) Single Audit Report

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-54

RESOLUTION ACCEPTING THE FISCAL YEAR 2012-2013 ANNUAL AUDIT REPORTS FOR THE CITY OF MODESTO, ITS COMMUNITY FACILITIES DISTRICTS, AND VARIOUS JOINT POWERS AGENCIES AND GRANT PROGRAMS

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 and Armstrong has completed their audit of the City's financial statements for the fiscal year ended June 30, 2013, 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, part of the City's Fiscal Year 2012-2013 audit report, the auditors reported that they did not detect any material weaknesses during their review of the City's system of internal controls except for the Stanislaus Regional Water Authority (SRWA), the SRWA audit reported one audit finding which is located on page 22 of the audit report for more detailed information, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2012-2013 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.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-54

RESOLUTION ACCEPTING THE FISCAL YEAR 2012-2013 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)

Other Agencies:

11. Stanislaus Drug Enforcement Agency (SDEA)
12. Abandoned Vehicle Abatement (AVA)
13. Transportation Development Agency (TDA)
14. Modesto-Ceres Fire Protection Agency
15. Tuolumne River Regional Park (TRRP)
16. Stanislaus Regional Water Authority (SRWA)

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-55

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, 2013

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, 2013, and has provided its opinion on these financial statements based on that audit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2012-2013 annual audit report for the Passenger Facility Charge 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 11th day of February, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-56

RESOLUTION APPROVING A POLICY REVISION FOR CITY COUNCIL POLICY 1.008: CITIZEN ADVISORY GROUP APPOINTMENTS TO ELIMINATE TERM LIMITS FOR APPOINTEES TO THE DOWNTOWN IMPROVEMENT DISTRICT (DID) BOARD OF DIRECTORS AND MAINTAINING THE REVIEW AND SELECTION PROCESS GOVERNED THROUGH THE APPOINTMENTS COMMITTEE

WHEREAS, per City Council Policy 1.008: Citizen Advisory Group Appointments, appointees by this policy of limited to a maximum of two four-year terms; and

WHEREAS, appointees to the DID Board of Directors must be business owners in the DID area; and

WHEREAS, given the limited candidate pool, the Chair of the DID Board of Directors has requested reconsideration of this policy's application to the DID Board members; and

WHEREAS, the Economic Development Committee reviewed this item at its December 2, 2013 meeting; and

WHEREAS, the recommendation was to eliminate term limits but maintain the review and selection process governed by the Appointments Committee for selection of the DID Board members.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves a policy revision for City Council Policy 1.008: Citizen Advisory Group Appointments to eliminate term limits for appointees to the Downtown Improvement District (DID) Board of Directors and maintaining the review and selection process governed through the Appointments Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-57

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

PARKS, RECREATION AND NEIGHBORHOODS

The Parks, Recreation and Neighborhoods department received unbudgeted revenue from an insurance settlement for the destruction of city owned property. A budget adjustment is necessary to transfer $200,000 from Building Services Reserves (Fund 5800) to Capital Improvement Project #100294, PR&N Infrastructure Preservation, to increase Construction Expense.

POLICE DEPARTMENT

A budget adjustment is necessary to transfer funds in the amount of $79,765 from the Stanislaus Drug Enforcement Agency, Fund 6600, to the General Fund, Fund 0100, for Salary and Benefit costs associated with the movement of a Sergeant from SDEA into the General Fund.

In FY 2012/13, Stanislaus Drug Enforcement Agency (SDEA) received a grant in the amount of $251,372 from the Board of State and Community Corrections (BSCC), and expended $192,543 on Salaries and Benefits. The remaining balance of $58,829 is allowed to be carried over in FY2013/14. A budget adjustment is necessary to allocate $58,829 in FY12/13 carryover grant funds from Stanislaus Drug Enforcement Agency's BSCC Anti-Drug Abuse Grant, and decreases the transfers from the SDEA's operational cost center, 80210, since these expenses qualify to be covered by grant funds.

PUBLIC WORKS

On September 24, 2013 the Council of the City of Modesto approved accepting, by Resolution #2013-345, a Federal Airport Improvement Program Grant from the Federal Aviation Administration for Wildlife Hazard Assessments. The airfield Wildlife Hazard Assessment will include current safety concerns, assessment of wildlife obstructions and intrusions at the airfield, airport landscaping and airport structures. The assessment will include wildlife hazards and proposed mitigation. A budget adjustment in the amount of $133,333 is necessary to recognize unbudgeted grant revenues and reallocate to Professional Services in the Wildlife Studies Project, #100795.

A budget adjustment is necessary to reduce the budgeted transfer from the Gas Tax Fund (1730) to the various Cost Centers in the Surface Transportation Fund (1700), in the amount of $202,797

UTILITY, PLANNING & PROJECTS

A budget adjustment is necessary to transfer funds in the amount of $47,863 from the Streets Local Transportation Fund, Fund 1720, to Capital Improvement Project #100652, Sutter Ave. Street Improvements, to increase the Construction Administration budget, and Construction budget for staff time associated with this project.

A budget adjustment is necessary to transfer funds in the amount of $45,723 from the Streets Local Transportation Fund, Fund 1720, to Capital Improvement Project #100654, El Vista Elementary Improvements, to increase the Construction Administration budget, and Construction budget for staff time associated with this project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-58

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF TWO (2) TRUCKS WITH SERVICE BODIES FOR THE PUBLIC WORKS DEPARTMENT, WATER DIVISION, THROUGH THE FLEET SERVICES DIVISION, TO SUMMIT TRUCK EQUIPMENT, COMMERCE, CO, AND AUTHORIZE THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $337,122

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 trucks with service bodies are included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the trucks with service bodies are used by the Public Works, Water Division. These vehicles will support a new meter installation crew, which Council approved in the FY 2011/12 budget. The additional metering crew is needed in order to meet State Assembly Bill 2575 which requires that urban water suppliers install water meters on all service connections by the year 2025, and

WHEREAS, these trucks come with very specialized (custom) service bodies designed to be most productive and safe in both water meter installations and line failure repair functions. Leasing these vehicles is not an option for these specialized trucks. It is anticipated that these trucks will continue to be used well after the meter program is completed. Fleet has worked with the Water Division to ensure the trucks are capable of a wide range of functions within the Water Division, and

WHEREAS, these two (2) trucks will replace two existing units. The two (2) trucks that are being replaced have been subjected to a thorough evaluation and have met

or exceeded the replacement criteria before being placed on the replacement list. The depreciation schedule for these types of trucks is at ten years, and

WHEREAS, the Purchasing Division issued RFB No. 1314-27 for the purchase of two (2) trucks with service bodies to twenty-seven (27) prospective bidders and posted the RFB on the City's website. Three (3) bidders are located within Stanislaus County. Two of which are local vendors. Both local vendors are not able to provide this type of vehicle and elected not to submit a bid, and

WHEREAS, bids were formally opened in the City Clerk's office. Of the twenty-seven (27) prospective bidders, three (3) companies chose to respond, none of which were local vendors. 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 service bodies to Summit Truck Equipment, Commerce, CO, for a total estimated cost of $337,122, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2012-13, 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 two (2) trucks with service bodies to Summit Truck Equipment, Commerce, CO, 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 service

bodies for the Public Works Department, Water Division, through the Fleet Services Division, to Summit Truck Equipment, Commerce, CO.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue a purchase order for a total estimated cost of $337,122.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of February, 2014, 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 LINDRGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-59

RESOLUTION APPROVING AN APPLICATION FOR A LAND AND WATER CONSERVATION FUND GRANT TO FUND THE RIVERWALK TRAIL PROJECT IN THE GATEWAY PARCEL OF THE TUOLUMNE RIVER REGIONAL PARK

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, said adopted procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of applications and the availability of eligible matching funds prior to submission of said applications to the State; and

WHEREAS, the proposed Riverwalk Trail project is consistent with the most recent California Outdoor Recreation Plan *(*CORP*)*.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Modesto hereby approves and authorizes the Parks, Recreation and Neighborhoods Department Director, to file an application for the Riverwalk Trail, and:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance; and

2. Agrees to abide by SECTION 6(F)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

3. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and

4. Appoints the Parks, Recreation and Neighborhoods Department Director as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

5. The delegation of authority will expire December 31, 2017.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 25th day of February, 2014, by Councilmember Cogdill, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-60

RESOLUTION ACCEPTING THE 2014 MINOR DECOY PROGRAM AND THE SHOULDER TAP GRANT PROGRAM IN THE AMOUNT OF $9,500 FROM THE STATE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO REDUCE CRIME RELATED WITH SALES, DISTRIBUTION AND ACCESS TO ALCOHOLIC BEVEREAGES BY MINORS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, the City of Modesto Police Department desires to undertake a certain project designated as the Minor Decoy Program and the Shoulder Tap Grant Program sponsored by the Governor's Office of Traffic Safety, through the National Highway Traffic Safety Administration, and administered by the Department of Alcoholic Beverage Control (hereafter referred to as "ABC"), and

WHEREAS, the Police Department was awarded a grant in the amount of $9,500 from the State Department of Alcoholic Beverage Control, and

WHEREAS, this $9,500 grant will provide funding for sworn officers to work with the ABC in a combined effort to reduce crime related with the sales, distribution and access to alcoholic beverages by minors,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the 2014 Minor Decoy Program and the Shoulder Tap Grant Programs in the amount of $9,500 from the State Department of Alcoholic Beverage Control to crime related with sales, distribution and access to alcoholic beverages by minors.

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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-61

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 OPERATING BUDGET TO REFLECT REVENUES AND EXPENSES IN THE AMOUNT OF $9,500 RELATED TO THE 2014 MINOR DECOY PROGRAM AND THE SHOULDER TAP GRANT PROGRAM

WHEREAS, the Police Department acquired a grant award in the amount of $9,500 from the State Department of Alcoholic Beverage Control for Minor Decoy Program and the Shoulder Tap Grant Program to reduce crime related with sales, distribution and access to alcoholic beverages by minors, and

WHEREAS, there is no local match required for this program, and

WHEREAS, the Fiscal Year 2013/2014 Operating Budget will be amended as shown on **Exhibit A**, which is **attached** to this resolution and incorporated herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes amending the Fiscal Year 2013/2014 Operating Budget as shown on the **attached Exhibit A**.

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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

The ABC Minor Decoy Program and the Shoulder Tap Grant Program grant allocation for Fiscal Year 2013/2014 will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
FY-1341-19998-42141-100816	$ 9,500	ABC Minor Decoy Program and Shoulder Tap
TOTAL:	**$ 9,500**	

Expenses:		
To:		
FY-100816- Appr Unit A	$ 9,500	Overtime
TOTAL	**$ 9,500**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-62

RESOLUTION APPROVING A TEN-YEAR LEASE AGREEMENT WITH JOHN A. PAOLUCCIO AND DORENE J. PAOLUCCIO, FOR A 5,325 SQUARE FEET (0.12 ACRES) PARCEL OF LAND (APN 078-013-031), IN THE AMOUNT OF $1,251 PER YEAR, WITH A TOTAL ESTIMATED COST OF $12,510, FOR THE NORTHPOINTE BASIN IMPROVEMENTS PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT AND ALL RELATED DOCUMENTS

WHEREAS, the City of Modesto owns and operates the NorthPointe Storm Drain Basin, which accommodates stormwater runoff from the Costco Shopping Center on Pelandale Avenue, and

WHEREAS, the City's Public Works Department has been working to resolve an erosion problem with the east basin wall caused by a combination of rodent burrows and flood irrigation, and

WHEREAS, there have been several basin wall collapses during irrigation season, and staff has recommended a buffer area around the basin that can be controlled and maintained to prevent rodents from entering the basin area, and

WHEREAS, the adjacent property owner has agreed to grant the City of Modesto a lease on a portion of property to provide the required buffer area, approximately 25 feet in width, and 213 feet in length, for a total of 5,325 square feet (0.12 acre), and

WHEREAS, City staff recommends approving the lease agreement, which is necessary to protect the storm drain basin from further erosion,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a ten-year Lease Agreement with John A. Paoluccio and Dorene J. Paoluccio, for a 5,325 square feet (0.12 acres) parcel of land (APN 078-013-031), in the

amount of $1,251 per year, with a total estimated cost of $12,510, for the NorthPointe Basin Improvements project.

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 25th day of February, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-63

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE MEMORANDUM OF LEASE, FOR THE PROPERTY LOCATED AT 4701 QUINTURN LANE, OWNED BY JOHN A. PAOLUCCIO AND DORENE J. PAOLUCCIO, (APN 078-013-031) TO BE LEASED BY THE CITY OF MODESTO FOR THE NORTHPOINTE BASIN IMPROVEMENTS PROJECT

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

WHEREAS, the City of Modesto desires to acquire a lease interest in a 5,325 square feet (0.12 acre) portion of a parcel of land located at 4701 Quinturn Lane, owned by John A. Paoluccio and Dorene J. Paoluccio, (APN 078-013-031), to be leased by the City of Modesto for the NorthPointe Basin Improvements 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 the Memorandum of Lease for the property located at 4701 Quinturn Lane, owned by John A. Paoluccio and Dorene J. Paoluccio, (APN 078-013-031) to be leased by the City of Modesto for the NorthPointe Basin Improvements project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of February, 2014, 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:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-64

Print

RESOLUTION FINDING THAT THE FOLLOWING PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO WASTEWATER MASTER PLAN MASTER ENVIRONMENTAL IMPACT REPORT (MEIR) (SCH#2006052076) AND GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH# 2007072023): EMERALD TRUNK SEWER RELIEF PROJECT

WHEREAS, the Emerald Trunk Sewer Relief Project line will extend along Emerald Avenue within the City of Modesto and connect to the West Trunk via Elm Avenue and the extension of Elm Avenue, within Stanislaus County, and

WHEREAS, the project consists of the construction of a new 36/30" trunk conveying untreated wastewater as a component of the City's collection system, and

WHEREAS, the purpose of the project is to relieve capacity issues in the existing Emerald Trunk and to provide additional hydraulic capacity to accommodate peak flows, as identified in the Modesto Wastewater Master Plan, and

WHEREAS, the relief line would take flow from the existing Emerald Trunk at a diversion structure just south of SR 99 in Emerald Avenue and would parallel the existing line in Emerald Avenue south to Elm Avenue, then proceed west in Elm Avenue and would extend west past the terminus of Elm Avenue at Rosemore Avenue to connect with the existing West Trunk, and

WHEREAS, on March 13, 2007, the City Council, by Resolution No. 2007-178 certified the Final Wastewater Master Plan Master (WWMP) Environmental Impact Report (SCH No. 2006052076, EA/PW2008-03) for the WWMP, and on October 14, 2008, by Resolution No. 2008-582, the City Council certified the Final Modesto Urban Area General Plan Plan Master Environmental Impact Report (SCH No. 2007072023), and

WHEREAS, the Utility Planning and Projects Department has prepared an Initial Study, Environmental Assessment No. EA/PW 2008-19 for the proposed Emerald Trunk Sewer Relief Project, which concluded that the project is within the scope of the Final Wastewater Master Plan Master Environmental Impact Report for the City of Modesto Wastewater Master Plan Update (SCH No. 2006052076, EA/PW2008-03), and the General Plan Master Environmental Impact Report (SCH No. 2007072023) and that pursuant to Section 21157.1 of the Public Resources Code, no new environmental review is required, and

WHEREAS, pursuant to Public Resources Code Section 21081 and 21158(d), the City of Modesto finds that no new effects could occur or no new mitigation measures would be required, therefore the activity is within the scope of the project covered by the Master EIR and no new environmental review is required, and

WHEREAS, in accordance with CEQA guidelines on July 1, 2013, the City caused to be published a 30-day notice of the City's intent to make a finding that the proposed project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a regular meeting on February 25, 2014, at 5:30 p.m., in the Tenth Street Place Chambers, 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it 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 the substantial evidence included in said Initial Study makes the following findings:

1. The type of project is described in Chapter II of the Wastewater Master Plan Master EIR.

2. All applicable policies, regulations, and mitigation measures identified in the Wastewater Master Plan Master EIR and Modesto General Plan Master EIR have been applied to the project.

3. An Initial Study, EA/ PW 2008-19, 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 Wastewater Master Plan Master EIR and the General Plan Master EIR and whether the subsequent project was described in the Master EIRs and is within the scope of the Master EIRs.

4. Based on the Initial Study, the City of Modesto finds and determines:

    a. The proposed 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 and mitigated through the Master EIRs.

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

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Director of Utility Planning and Projects is hereby authorized and directed to 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 25th day of February, 2014, 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, Interim City Attorney

Exhibit "A"

INITIAL STUDY
EA/PW 2008-19

City of Modesto

Finding of Conformance to Wastewater Master Plan Master EIR:

Initial Study Environmental Checklist EA/PW No. 2008-19

For the proposed:

Emerald Trunk Sewer Relief Project

Prepared by:
City of Modesto
Utilities Planning and Projects Department

July 2013

Updated: June 2013

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City of Modesto
Wastewater Master Plan Master EIR
Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Wastewater Master Plan Master Environmental Impact Report (SCH# 2006052076) ("Master EIR" or "MEIR") and General Plan Master EIR (SCH# 2007072023). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the Emerald Trunk Sewer Relief project is "within the scope" of the project analyzed in the Wastewater Master Plan Master EIR and General Plan Master EIR (Public Resources Code section 21157.1). If the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of a 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)]

This analysis is tiered from the 2007 Wastewater Master Plan Master EIR (SCH #2006052076) and from the Urban Area General Plan Master EIR (SCH #2007072023).

II. PROJECT DESCRIPTION

A. Title: Emerald Trunk Sewer Relief Project

B. Address or Location: Stanislaus County, California. The Emerald Trunk Sewer Relief line will extend along Emerald Avenue within the City of Modesto and connect to the West Trunk via Elm Avenue and the extension of Elm Avenue, within Stanislaus County. Latitude: 37.643036 Longitude: -121.044563. A location map is attached as Figure 1.

Applicant: Utility Planning and Projects Department
1010 Tenth Street
P. O. Box 642
Modesto, CA 95353

D. City Contact Person:

Project Manager: Jesse Franco, Acting Senior Civil Engineer
Department: Utility Planning and Projects Department
Phone Number: (209) 571-5175
E-mail address: jfranco@modestogov.com

E. Current General Plan Designation(s): n/a

F. Current Zoning Classification(s): n/a

G. Surrounding Land Uses: the existing pipeline passes through/below streets and roads bounded by commercial/light industrial and residential uses and along/adjacent to a utility right-of way used by the Modesto Irrigation District bounded on the north by agricultural uses.

H. Project Description:

The project consists of the construction of a new 36/30" trunk conveying untreated wastewater as a component of the City's collection system. The purpose of the project is to relieve capacity issues in the existing Emerald Trunk and to provide additional hydraulic capacity to accommodate peak flows, as identified in the Modesto Wastewater Master Plan.

The relief line would take flow from the existing Emerald Trunk at a diversion structure just south of SR 99 in Emerald Avenue and would parallel the existing line in Emerald Avenue south to Elm Avenue, then proceed west in Elm Avenue and would extend west past the terminus of Elm Avenue at Rosemore Avenue to connect with the existing West Trunk. A map of the route is attached as Figure 2.

Described in Master EIR: Improvements to the City's wastewater collection system, including the installation of relief sewer trunks, was contemplated in the City's Wastewater Master Plan Master EIR. Chapter I identifies upgrades to the collection system, including reliever trunks, that are considered subsequent projects. Chapter II's overview of the project elaborates on the need for collection system improvements, which are included in the Wastewater Master Plan Update. Chapter II's project description identifies the location of needed facilities, including a proposed relief trunk line for the Carpenter trunk consisting of a 36" parallel line in Carpenter Road. Subsequent engineering has modified this design to provide for comparable relief using the route described above. The nature of the work, installation of trunk line of up to 36' in diameter, remains the same.

To the extent that the proposed reliever trunk has the potential to cause impacts related to greenhouse gases or to cultural resources, such potential impacts were evaluated in the General Plan Master EIR and mitigation measures in the General Plan Master EIR would be applied to the reliever trunk project to mitigate potential impacts to a less-than-significant level.

I. Other Public Agencies Whose Approval is Required:

Stanislaus County Department of Public Works
Central Valley Water Quality Control Board
California Reclamation Board
State Water Resources Control Board
Modesto Irrigation District
California Department of Transportation

Figure 1

Figure 1

EMERALD TRUNK SEWER RELIEF ALIGNMENT LOCATION MAP

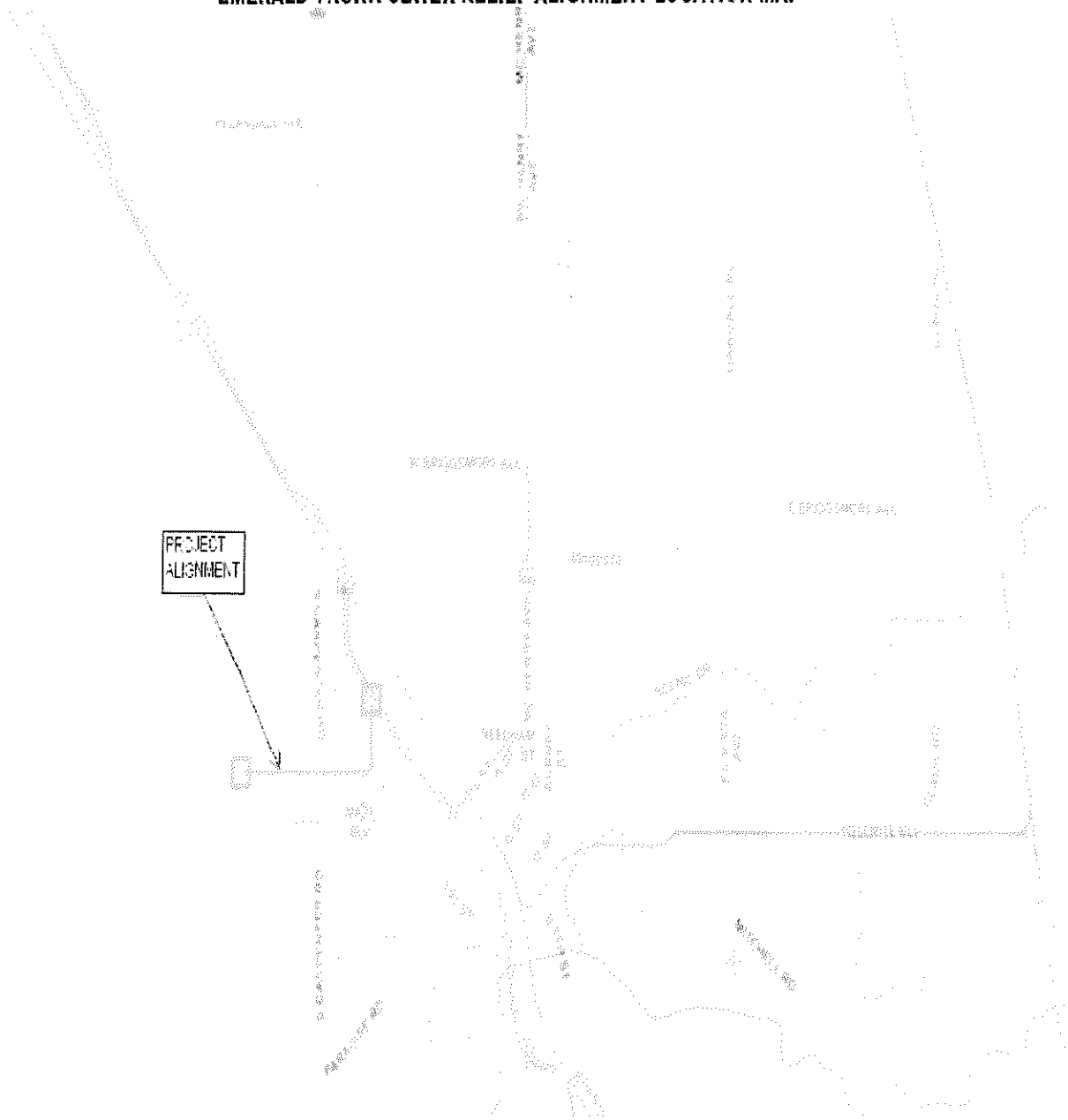
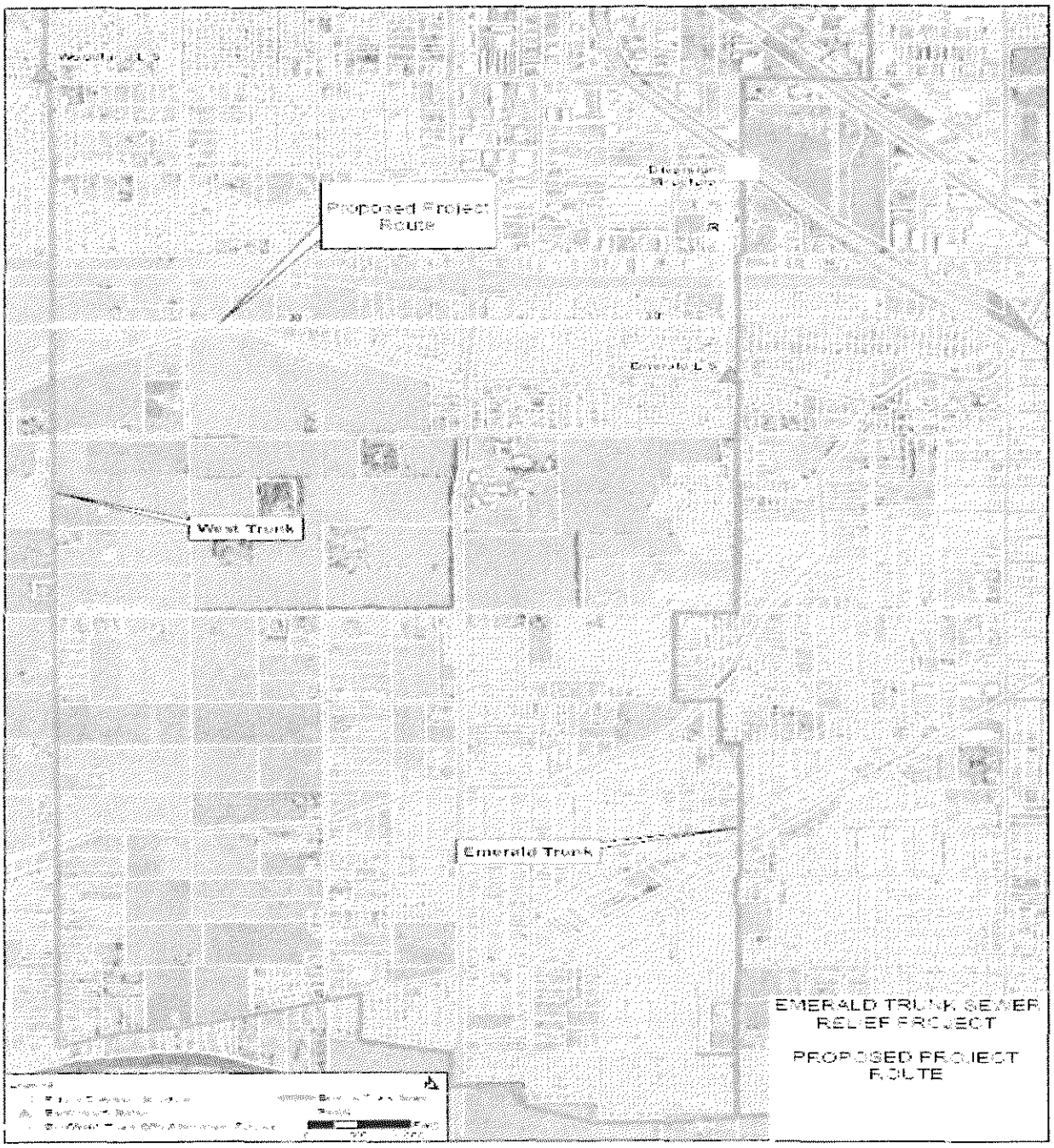


Figure 2

PROJECT ROUTE DIAGRAM



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 Wastewater Master Plan Master EIR and General Plan 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 and mitigated through the Master EIRs.

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 EIRs.

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

2. ____ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Wastewater Master Plan Master EIR and General Plan 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.

3.____ Focused EIR Required- On the basis of the above determinations, the project is not within the scope of the Wastewater Master Plan Master EIR and General Plan 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.

Jesse Franco, Project Manager	Acting Senior Civil Engineer Title	7/9/13 Date

4. Within the Scope Analysis of this Document:

The Wastewater Master Plan Master EIR and General Plan Master EIR allow projects to be found within the scope of the MEIRs if certain criteria are met. If the following statements are found to be true for all impact categories included in this Initial Study, then the proposed project is addressed by the analyses contained in the Master EIRs and is within the scope of the Master EIRs. 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 Wastewater Master Plan MEIR and the General Plan MEIR.	X	☐
(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 Wastewater Master Plan MEIR and General Plan MEIR mitigations only.	X	☐
(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 Wastewater Master Plan Master EIR and General Plan Master EIR).	X	☐
(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.	X	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	X	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the Wastewater Master Plan Master EIR and General Plan Master EIR.	X	☐

Discussion:

(1) The City of Modesto was the lead agency for the Wastewater Master Plan, the 2007 Wastewater Master Plan Master EIR, the General Plan, the 2008 General Plan Master EIR, and is the lead agency for construction and operation of all wastewater system improvements. Each contract is approved at the sole discretion of the City Council of the City of Modesto.

(2, 6) All relevant and appropriate policies and mitigation measures identified in the Wastewater Master Plan Master EIR and the General Plan Master EIR have been applied to the construction, operation, and maintenance of the Emerald Relief Trunk Sewer project.

(3) Relevant Federal, State, regional, and County regulations have not become less restrictive since the Wastewater Master Plan Master EIR and General Plan Master EIR were certified.

(4) City staff is not aware of new information concerning the presence of significant resources in the project area. The General Plan Master EIR discloses information about such resources, as it is known at this time.

(5) The Emerald Trunk Sewer Relief project lies within the sewer service area of the City of Modesto.

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 the Wastewater Master Plan MEIR and the General Plan MEIR in light of the criteria listed below to determine whether the Master EIRs are current. The analysis contained within the Master EIRs is current as long as the following circumstances have not changed. Any "no" response must be explained.

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

Discussion:

(1) The City of Modesto has reviewed the Wastewater Master Plan Master EIR that was certified in February 2007 and the 2008 General Plan Master EIR that was certified in October 2008 and has determined, as required by Public Resources Code Section 21157.6(b) that (a) no substantial changes have occurred with respect to the circumstances under which either of these Master EIRs were certified, and (b) no new information, which was not known and could not have been known at the time that these Master EIRs were certified as complete, has become available.

(2) The construction of trunk relief sewer lines is specifically described in the Wastewater Master Plan Master EIR. Because this project is the a relief line designed to relieve capacity issues in the Emerald trunk, it is also consistent with the existing development described in the General Plan Master EIR.

(a) No substantial changes have occurred with respect to the circumstances under which these Master EIRs were certified. The City of Modesto has seen almost no increase in development since the Master EIRs were certified.

(b) The City of Modesto is not aware of new information relating to potential environmental impacts that was not known at the time the Master EIRs were certified.

(c) All relevant mitigation measures identified in the Wastewater Master Plan Master EIR and the greenhouse gas and archaeological/historical portions of the General Plan Master EIR will be applied to the proposed project, as described below.

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 conditions resulting from the Wastewater Master Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Wastewater Master Plan is organized in eleven subject areas. The following analysis is based on the impact analyses contained in Chapter IV of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter IV.

1. LAND USE, PLANS, AND POLICIES

a. Significant Effects Identified in the Master EIR

The Master EIR identifies the potential impacts on land use and their associated mitigation measures. Refer to pages IV.A.1 to IV.A.15 in the Wastewater master Plan MEIR for details.

Direct Impacts

Impact A.1: Proposed improvements to the wastewater collection system in the vicinity of established or planned land uses could create land use compatibility conflicts. (Less than significant)

No mitigation measures identified.

Impact A.2: The proposed project includes the construction and/or rehabilitation of portions of sewer lines under the watercourses or near the banks of the Tuolumne River or Dry Creek that could conflict with land use plans and policies. (Less than significant)

No mitigation measures identified.

Impact A.3: Proposed improvements to the Primary Plant in the vicinity of established or planned land uses could create land use compatibility conflicts. (Less than significant)

No mitigation measures identified.

Impact A.4: Proposed improvements to the Secondary Plant and Ranch could result in land use compatibility conflicts. (Less than significant)

No mitigation measures identified.

Impact A.5: Proposed improvements to the wastewater collection and treatment system could conflict with applicable land use plans and policies. (Less than significant)

No mitigation measures identified.

Cumulative Impacts

No cumulative impacts were disclosed in the Wastewater Master Plan Master EIR.

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

No mitigation measures related to land use, plans, and policies are proposed in the Wastewater Master Plan Master EIR.

Discussion:

There are no mitigation measures proposed in the Wastewater Master Plan Master EIR because no significant impacts on land use were identified. 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 IV.A of the Wastewater Master Plan Master EIR identifies the potential impacts of implementing the Wastewater Master Plan on land use, plans, and policies. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
1. LAND USE, PLANS, AND POLICIES			
1) Proposed improvements to the wastewater collection system in the vicinity of established or planned land uses could create land use compatibility conflicts.	☐	☐	X
2) The proposed project includes the construction and/or rehabilitation of portions of sewer lines under the watercourses or near the banks of the Tuolumne River or Dry Creek that could conflict with land use plans and policies.	☐	☐	X
3) Proposed improvements to the Primary Plant in the vicinity of established or planned land uses could create land use compatibility conflicts.	☐	☐	X
4) Proposed improvements to the Secondary Plant and Ranch could result in land use compatibility conflicts.	☐	☐	X
5) Proposed improvements to the wastewater collection and treatment system could conflict with applicable land use plans and policies.	☐	☐	X

Discussion:

(1) The proposed project is the construction of a pipeline to relieve flow in a portion of the Emerald Trunk. The pipeline facility will be underground. No impact is expected and no mitigation is proposed.

(2) The proposed project does not include work on any collection lines in or near either the Tuolumne River or Dry Creek. No impact on these waterways will result from the projects and no mitigation is necessary.

(3-4) The proposed project Stations does not involve any changes to either the Primary or Secondary Plants. Therefore, no land use compatibility impacts in the vicinity of the Primary or Secondary Plant will occur and no mitigation is necessary.

(5) Infrastructure such as collection lines are a normal and necessary part of municipal services. The project as proposed would have no additional impact on surrounding land uses than that disclosed in the Wastewater Master Plan MEIR.

2. AGRICULTURAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan Master EIR identifies the potential impacts on agricultural resources and their associated mitigation measures. Refer to pages IV.B.1 to IV.B.11 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact B.1: Construction of Collection System Improvements would not result in the permanent loss of Prime Farmland. (Less than significant)

No mitigation measures identified.

Impact B.2: Construction of the Phase IA tertiary treatment facilities at the Secondary Plant would directly result in the permanent loss of Prime Farmland. (Significant and unavoidable)

Mitigation Measure B.2: Compensation for loss of farmland.

Cumulative Impacts

Impact B.3: Construction of the proposed project components within the Planned Urbanizing Area would result in the cumulative loss of prime farmland. (Significant and unavoidable)

Mitigation Measure B.3: Compensation for loss of farmland through contribution to the Farmland Conservancy Fun or an equivalent farmland preservation program.

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

Mitigation measures related to agricultural resources are on pages IV.B.8 to IV.B.11 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.B of the Wastewater Master Plan Master EIR discloses impacts of implementing the Wastewater Master Plan on agricultural resources. The following is an analysis of whether the

proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
2. AGRICULTURAL RESOURCES			
1) Construction of Collection System Improvements would not result in the permanent loss of Prime Farmland.	☐	☐	X
2) Construction of the Phase IA tertiary treatment facilities at the Secondary Plant would directly result in the permanent loss of Prime Farmland.	☐	☐	X
Cumulative Impacts: 3) Construction of the proposed project components within the Planned Urbanizing Area would result in the cumulative loss of prime farmland.	☐	☐	X

Discussion:

(1) The proposed project is the construction of a pipeline to relieve flow in a portion of the Emerald Trunk. The construction would occur within existing rights-of-way and would not affect farmland. The project would not provide new capacity beyond that identified in the Wastewater Master Plan Master EIR.

(2) The proposed project is unrelated to the Phase IA tertiary treatment facilities. No impact related to that facility would occur as a result of these projects.

Cumulative impacts:

(3) The proposed project is the construction of a pipeline to relieve flow in a portion of the Emerald Trunk. The construction would occur within existing rights-of-way and would not affect farmland. The project would not provide new capacity beyond that identified in the Wastewater Master Plan Master EIR. No cumulative impact on farmland is expected to occur as a result of this project.

3. PARKS AND RECREATION

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan Master EIR identifies the potential impacts on land use and their associated mitigation measures. Refer to pages IV.C.1 to IV.C.8 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact C.1: The Beard Brook Reliability Project could result in an increase in localized noise and dust and restrict access and enjoyment of Beard Brook Park. (Less than significant)

No mitigation measures identified.

Impact C.2: Construction of a pipeline near the Dryden Municipal Golf Course could result in an increase in localized noise and dust, and restrict access and enjoyment of this recreational facility. (Less than significant)

No mitigation measures identified.

Impact C.3: The rehabilitation of the Primary Effluent Outfall could result in a temporary increase in localized noise and dust, and could temporarily impair access and enjoyment of a park facility at the southwest corner of West Hatch Road and Rancho Encantado Lane. (Less than significant)

No mitigation measures identified.

Cumulative Impacts

No cumulative impacts were disclosed in the Master EIR.

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

No mitigation measures related to parks and recreation use are proposed in the Master EIR.

Discussion:

No mitigation measures proposed in the Wastewater Master Plan MEIR because no significant impacts on parks and recreation were identified. 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 IV.C of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on parks and recreation. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
3. PARKS AND RECREATION			
1) The Beard Brook Reliability Project could result in	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
an increase in localized noise and dust and restrict access and enjoyment of Beard Brook Park.			
2) Construction of a pipeline near the Dryden Municipal Golf Course could result in an increase in localized noise and dust, and restrict access and enjoyment of this recreational facility.	☐	☐	X
3) The rehabilitation of the Primary Effluent Outfall could result in a temporary increase in localized noise and dust, and could temporarily impair access and enjoyment of a park facility at the southwest corner of West Hatch Road and Rancho Encantado Lane.	☐	☐	X

Discussion:

(1-3) The project route is entirely within existing street and utility rights-of-way. The route is not a component of the Wastewater Treatment Master Plan that was identified as having an impact on any parks in Modesto, nor is the route within sight of any existing parks. No mitigation is necessary.

4. WATER QUALITY AND HYDROLOGY

a. Significant Effects Identified in the Master EIR

The Master EIR identifies the potential impacts on water quality and hydrology and the associated mitigation measures. Refer to pages IV.D.1 to IV.D.41 in the MEIR for details.

Direct Impacts

Impact D.1: Excavation and construction activities could cause erosion and/or result in chemical releases causing degradation of water quality in nearby surface water and/or groundwater bodies. (Less than significant with mitigation)

Mitigation Measure D.1: The City shall prepare a SWPPP designed to reduce potential impacts to surface water quality through the construction period of all of the project components (whether or not the particular portion of the project disturbs more than one acre). The SWPPP shall emphasize measures designed to minimize erosion and off-site sedimentation during improvements to the collection system and installation of the new outfall.

Impact D.2: Elimination of the cross-connections between the stormwater drainage system and the wastewater collections system could result in localized flooding. (Less than significant with mitigation)

Mitigation Measure D.2: Each proposed cross-connection elimination project shall be carefully designed to ensure that existing flooding problems are not exacerbated. If the proposed solution (either temporary or permanent) is not fully compliant with the City standards for stormwater conveyance, then it shall be demonstrated through detailed hydraulic analysis that the proposed solution does not make existing flooding problems worse.

Impact D.3: Implementation of the proposed project that does not match the rate of growth may result in an incremental increase in operation-period surface water quality degradation due to the deficient effluent disposal system. (Significant and unavoidable)

Mitigation Measure D.3: Deficient effluent disposal system.
The City should continue to investigate the feasibility of near-term solutions: 1) additional land application of effluent, 2) expansion of storage capacity, and 3) conservation measures.

Impact D.4: Implementation of the proposed project may result in operation-period surface water quality degradation due to pollutant loading associated with treated wastewater discharges. (Significant and unavoidable)

Mitigation Measure D.4: To mitigate the potential impacts to San Joaquin River water quality associated with the expansion of treated wastewater capacity, the City shall conduct an antidegradation study as set forth above. The study shall be conducted in accordance with all applicable State and Federal anti-degradation policy standards.
NOTE: Modesto is in compliance with this mitigation measure, having prepared an antidegradation study (Stormwater Management Program Antidegradation Analysis, Larry Walker Associates, October 2008) as part of the renewal of the City's 2008 NPDES permit (CAS083526).

Impact D.5: Implementation of the proposed project may result in operation-period surface water quality degradation during daily operations and/or during flooding of the Primary Plant and sludge drying area. (Significant)

Mitigation Measure D.5/D.5 (a): To mitigate the potential impacts to local flooding conditions associated with placement of fill and construction of the flood walls proposed by the project, the City shall retain a qualified registered civil engineer or licensed architect to conduct the appropriate floodplain studies in compliance with Modesto Municipal Code Section 9-4.406 to determine whether the proposed floodplain encroachments could be constructed without increasing base flood elevations upstream or downstream of the Primary Plant. If the studies indicate that base flood elevations would increase, then other appropriate channel modifications shall be considered. If there are no feasible options to offset increases in base flood elevations, then the proposed fill placement and flood walls will not be constructed and the impact to water quality (Impact D.5) would be significant and unavoidable.

Impact D.6: The proposed increase in application of wastewater and biosolids to land would not significantly affect regional groundwater quality. (Less than significant)

No mitigation is necessary.

Impact D.7: Implementation of the project would not result in depletion of groundwater resources. (Less than significant)

No mitigation is necessary.

Impact D.8: The project would include construction activities within the San Joaquin River channel and on nearby levees and would include placement of a permanent structure in the San Joaquin River channel. These activities could affect river flow patterns and degrade water quality. (Less than significant with mitigation)

> Mitigation Measure D.8: To the extent feasible, all instream excavation and construction activities shall be conducted during low flow conditions in the river and work within the wetted channel will be avoided. The design of the new outfall and diffuser shall avoid, to the extent feasible, permanent features that extend above the active streambed that could cause flow disruption and scour. (See also impacts on biological resources and mitigation measures.)

Cumulative Impacts

No cumulative impacts were disclosed in the Master EIR.

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

Mitigation measures related to water quality and hydrology are on pages IV.D.26 to IV.D.41 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.D of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on land use, plans, and policies. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
4. WATER QUALITY AND HYDROLOGY			
1) Excavation and construction activities could cause erosion and/or result in chemical releases causing degradation of water quality in nearby surface water and/or groundwater bodies.	☐	X	☐
2) Elimination of the cross-connections between the stormwater drainage system and the wastewater collections system could result in localized flooding.	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
3) Implementation of the proposed project that does not match the rate of growth may result in an incremental increase in operation-period surface water quality degradation due to the deficient effluent disposal system.	☐	☐	X
4) Implementation of the proposed project may result in operation-period surface water quality degradation due to pollutant loading associated with treated wastewater discharges.	☐	☐	X
5) Implementation of the proposed project may result in operation-period surface water quality degradation during daily operations and/or during flooding of the Primary Plant and sludge drying area.	☐	☐	X
6) The proposed increase in application of wastewater and biosolids to land would not significantly affect regional groundwater quality.	☐	☐	X
7) Implementation of the project would not result in depletion of groundwater resources.	☐	☐	X
8) The project would include construction activities within the San Joaquin River channel and on nearby levees and would include placement of a permanent structure in the San Joaquin River channel. These activities could affect river flow patterns and degrade water quality.	☐	☐	X

Discussion:

(1) Each of the project types evaluated in the Wastewater Master Plan Master EIR has the potential to degrade surface or groundwater quality. Mitigation Measure D.1 will be implemented for the project as part of the construction plans and contract. This project and its construction documents will be reviewed to ensure compliance with Modesto's approved Stormwater Pollution Prevention Plan.

(2) This project will not eliminate cross-connections with the storm water drainage system. Therefore, this impact is not relevant to the project and no mitigation is necessary.

(3-4) The project will improve the reliability of the collection system and does not increase the amount of sewer effluent that will be generated in the area served by the project. No increase in surface water degradation is expected to occur as a result of this project and no mitigation is necessary.

(5-6) This impact relates to operation of the treatment plants. The project will not result in a change in the operation of the treatment plants, nor will it increase the amount of sewage being collected and treated. No impact is anticipated and no mitigation is necessary.

(7) The project would have no effect on groundwater resources, consistent with the Wastewater Master Plan Master EIR. No mitigation is necessary.

(8) This impact is related to construction activities at the treatment plant. Since the project will have no effect on activity at the treatment plant, no impact on the San Joaquin River channel will occur as a result of this project and no mitigation is necessary.

5. BIOLOGICAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on biological resources and the associated mitigation measures. Refer to pages IV.E.1 to IV.E.37 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact E.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. (Less than significant with mitigation)

Mitigation Measure E.1.1: Perform pre-construction surveys.

Mitigation Measure E.1.2a: Agency coordination and consultation.

Mitigation Measure E.1.2b: Avoidance.

Impact E.2: Construction of project facilities could cause loss of occupied Burrowing Owl habitat. (Less than significant with mitigation)

Mitigation Measure E.2.1: Avoidance.

Mitigation Measure E.2.2: Compensation for loss of Burrowing Owl habitat if a pre-construction survey finds that Burrowing Owls occupy the site and avoidance is not feasible.

Impact E.3: Construction of project facilities could cause disturbance of nesting raptors. (Less than significant with mitigation)

Mitigation Measure E.3.1: Avoidance.

Mitigation Measure E.3.2: Perform pre-construction surveys.

Impact E.4: Construction of the project facilities could cause impacts to biological resources and regulated habitats of Dry Creek (Beard Brook) and of the Tuolumne River. (Less than significant with mitigation)

Mitigation Measure E.4.1: Pre-construction surveys and agency coordination.

Mitigation Measure E.4.2: Implement mitigation for Special Status species that might be identified during pre-construction surveys.

Impact E.5: Construction of project facilities or development facilitated by construction of project facilities could cause loss of Swainson's Hawk foraging habitat. (Less than significant with mitigation)

Mitigation Measure E.5: Compensation for loss of foraging habitat.

Impact E.6: Construction during Swainson's Hawk breeding season could result in the incidental loss of fertile eggs or nestlings or otherwise lead to nest abandonment. (Less than significant with mitigation)

Mitigation Measure E.6a: Perform pre-construction surveys.

Mitigation Measure E.6b: Nest trees should not be removed unless avoidance measures are determined to be infeasible.

Impact E.7: Construction of improvements to the Secondary Plant may cause impacts to regulated habitats. (Less than significant with mitigation)

Mitigation Measure E.7: Perform pre-construction surveys and agency coordination.

Impact E.8: Microtunneling could cause impacts to riparian habitats under the jurisdiction of the California Department of Fish and Game and/or the U.S. Army Corps of Engineers. (Less than significant with mitigation)

Mitigation Measure E.8: Perform pre-construction surveys and agency coordination.

Impact E.9: Construction activities could affect the habitat for Western Pond Turtles, the nesting and foraging habitat for Loggerhead Shrikes, and foraging habitat for Short-Eared Owls, Northern Harriers, and Tri-Colored Blackbirds. (Less than significant)

No mitigation is necessary.

Impact E.10: Construction of a new diffuser in the San Joaquin River, and additional discharges of treated wastewater to the San Joaquin River from the Secondary Plant could affect the spawning habitat or affect the health of the Sacramento Splittail. (Less than significant)

No mitigation is necessary.

Cumulative Impacts

Impact E.11: Growth facilitated by the project would result in cumulative loss of Swainson's Hawk and Burrowing Owl habitat. (Less than significant with mitigation)

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

Mitigation measures related to biological resources are shown on pages IV.E.25 to IV.E.37 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.E of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on biological resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
5. BIOLOGICAL RESOURCES			
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.	☐	☐	X
2) Construction of project facilities could cause loss of occupied Burrowing Owl habitat.	☐	X	☐
3) Construction of project facilities could cause disturbance of nesting raptors.	☐	X	☐
4) Construction of the project facilities could cause impacts to biological resources and regulated habitats of Dry Creek (Beard Brook) and of the Tuolumne River.	☐	☐	X
5) Construction of project facilities or development facilitated by construction of project facilities could cause loss of Swainson's Hawk foraging habitat.	☐	☐	X
6) Construction during Swainson's Hawk breeding season could result in the incidental loss of fertile eggs or nestlings or otherwise lead to nest abandonment.	☐	☐	X
7) Construction of improvements to the Secondary Plant may cause impacts to regulated habitats.	☐	☐	X
8) Microtunneling could cause impacts to riparian habitats under the jurisdiction of the California Department of Fish and Game and/or the U.S. Army Corps of Engineers.	☐	☐	X
9) Construction activities could affect the habitat for Western Pond Turtles, the nesting and foraging habitat for Loggerhead Shrikes, and foraging habitat for Short-Eared Owls, Northern Harriers, and Tri-Colored Blackbirds.	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
10) Construction of a new diffuser in the San Joaquin River, and additional discharges of treated wastewater to the San Joaquin River from the Secondary Plant could affect the spawning habitat or affect the health of the Sacramento Splittail.	☐	☐	X
Cumulative Impacts: 11) Growth facilitated by the project would result in cumulative loss of Swainson's Hawk and Burrowing Owl habitat.	☐	X	☐

Discussion:

(1) The project will have no impact on riparian habitat or riparian species as it is not located near a natural watercourse. No mitigation is necessary.

(2) The project is located within existing street and utility rights-of-way. A biological resources survey will be performed prior to the commencement of construction to determine whether burrowing owl habitat exists on the site (Mitigation Measure E.2.2). The presence of burrowing owl is highly unlikely.

(3, 6) The project is located within existing street and utility rights-of-way. The project site contains no trees for raptors to nest in, therefore nesting raptors would not occur on the project site. A biological resources survey will be performed prior to the commencement of construction to determine whether raptor nests are within proximity to the project route (Mitigation Measure E.3.2 and E.6a).

(4) The project could result in minor localized impacts during construction. No impact on biological resources at Beard Brook Park or at the Tuolumne River would occur. No mitigation is necessary.

(5) The project is located within existing street and utility rights-of-way. Thus no hawk foraging habitat exists within the project site. No mitigation is necessary.

(7-10) The project does not include any improvements to the Secondary Treatment Plant, therefore, no impacts on habitats at the Secondary Treatment Plant would result. Furthermore, neither riparian habitats, riparian species, nor aquatic species will be affected by the project. No mitigation is necessary.

Cumulative impacts:

(11) A pre-construction biological resources survey will be performed to determine whether impacts on burrowing owl habitat or Swainson's nest sites will occur. Should any potential impact be identified, the City and its contractors will follow the recommendations contained in the survey. (Mitigation Measures E.2.2 and E.6a.)

6. TRANSPORTATION

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on transportation and the associated mitigation measures. Refer to pages IV.F.1 to IV.F.12 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact F.1: Temporary reduction in roadway capacity and increased traffic delays. (Less than significant)

No mitigation is necessary.

Impact F.2: Short-term traffic increases on roadways due to construction-related vehicle trips. (Less than significant)

No mitigation is necessary.

Impact F.3: Increased potential for traffic safety hazards for vehicles, bicyclists, and pedestrians on public roadways during construction. (Less than significant)

No mitigation is necessary.

Impact F.4: Increases in vehicle trips to and from the facility sites for operation and maintenance. (Less than significant)

No mitigation is necessary.

Cumulative Impacts

Impact F.5: The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable traffic impacts identified in the Urban Area General Plan.

Mitigation Measure F.1: With implementation of the Urban Area General Plan Master EIR's mitigation measures related to traffic, the significant cumulative impacts would be reduced, but not to less-than-significant levels.

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

Mitigation measures related to transportation are found on pages IV.F.10 to IV.F.12 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.C of the Wastewater Master Plan Master EIR identifies the potential impacts of implementing the Wastewater Master Plan on parks and recreation. 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 if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
6. TRANSPORTATION			
1) Temporary reduction in roadway capacity and increased traffic delays.	☐	☐	X
2) Short-term traffic increases on roadways due to construction-related vehicle trips.	☐	☐	X
3) Increased potential for traffic safety hazards for vehicles, bicyclists, and pedestrians on public roadways during construction.	☐	☐	X
4) Increases in vehicle trips to and from the facility sites for operation and maintenance.	☐	☐	X
Cumulative Impacts: 5) The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable traffic impacts identified in the Urban Area General Plan.	☐	☐	X

Discussion:

(1-3) Construction of the project may temporarily constrain access to nearby residential properties. However, approximately five to seven employees will be on site at any specific time and no significant traffic impact is expected. Heavy equipment will also be in use, however, it will be mobile equipment and is not expected to obstruct the street for an extended period. While large equipment will be present and additional vehicles for construction crews will be present, these will not present a significant impact on pedestrian and bicycle safety because of the low traffic volumes on the affected residential streets and relatively low traffic volumes on Emerald and Elm Avenues and the relative ease of avoiding the equipment and vehicles. No significant impact is expected and no mitigation is necessary.

(4) Maintenance and operation of the Emerald Relief Trunk will require periodic, infrequent site visits by staff. This impact is not significant and no mitigation is necessary.

Cumulative impacts:

(5) The project is planned to relieve the flow in a portion of the Emerald Trunk. No new growth will be accommodated by this project beyond that planned and envisioned by the Wastewater

Master Plan MEIR and no new impacts associated with growth are expected. No mitigation is necessary.

7. AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on air quality and the associated mitigation measures. Refer to pages IV.G.1 to IV.G.28 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact G.1: Emissions of criteria pollutants during construction of wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region. (Significant and unavoidable)

> Mitigation Measure G.1: The construction plans for each group of building permits shall incorporate recommendations from the San Joaquin Valley Air Pollution Control District specified on pages IV.G.17 and IV.G.18 in the Wastewater Master Plan Master EIR to minimize emissions during construction phases.

Impact G.2: Emissions of criteria pollutants during operation of the proposed wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region. (Significant and unavoidable)

> Mitigation Measure G.2: The City shall abide by permit limits imposed by the SJVAPCD to reduce pollutant emissions from diesel-powered engines for emergency power generation and any other sources requiring permits. The City shall abide by permit limits imposed by the SJVAPCD on operation of digester-gas burning equipment at the Primary Plant. If District Rule 9510 would apply, the City shall follow it and make the required emission reductions on-site (or pay for or create emission reductions off-site).

Impact G.3: Emissions during project operation could cause sensitive receptors to be exposed to toxic air contaminants. (Less than significant)

> No mitigation is necessary.

Impact G.4: Emissions of objectionable odors could occur during project operation. (Less than significant)

> No mitigation is necessary.

Cumulative Impacts

Impact G.5: The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable air quality impacts identified in the Urban Area General Plan. (Significant and unavoidable)

Mitigation Measure G.5: With implementation of the Urban Area's Master [General] Plan's mitigation measures [applied to new development projects] related to traffic and energy use (and related to carbon monoxide and particulate matter, in particular), the significant cumulative impacts would be reduced, but not to less-than-significant levels.

Impact G.6: The wastewater treatment facilities would cause a cumulatively considerable net increase of pollutants for which the San Joaquin Valley is designated as nonattainment.

Mitigation Measure G.6: See mitigation measures listed under Impacts G.1 and G.2. With implementation of these measures, significant cumulative impacts would be reduced, but not to less-than-significant levels.

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

Mitigation measures related to air quality appear on pages IV.G.17 to IV.G.28 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.G of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on air quality. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
7. AIR QUALITY			
1) Emissions of criteria pollutants during construction of wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region.	☐	X	☐
2) Emissions of criteria pollutants during operation of the proposed wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region.	☐	☐	X
3) Emissions during project operation could cause sensitive receptors to be exposed to toxic air contaminants.	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
4) Emissions of objectionable odors could occur during project operation.	☐	☐	X
Cumulative Impacts: 5) The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable air quality impacts identified in the Urban Area General Plan.	☐	☐	X
6) The wastewater treatment facilities would cause a cumulatively considerable net increase of pollutants for which the San Joaquin Valley is designated as nonattainment.	☐	X	☐

Discussion:

(1) Construction activities will contribute to existing violations of air quality standards. Mitigation Measure G.1 will be implemented as part of the building permit issuance process. The San Joaquin Air Pollution Control District will be consulted and that agency's recommendations will be implemented.

(2) The proposed project is a gravity-flow pipeline and would not result in emissions. No mitigation measures are necessary.

(3) The proposed project is a gravity-flow pipeline and would not result in emissions. No mitigation measures are necessary.

(4) Emission of objectionable odors during project operation is possible, but not expected. No mitigation measures are necessary.

Cumulative Impacts:

(5) The project is planned to relieve the flow in a portion of the Emerald Trunk. No new growth will be accommodated by this project beyond that planned and envisioned by the Wastewater master Plan MEIR and no new impacts associated with growth are expected.

(6) Discussion item 1 notes that activities associated with construction of the project will contribute to existing violations of air quality standards. Mitigation Measures G.1 and G.2 will be implemented to reduce those impacts to a less-than-significant level.

8. NOISE

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on transportation and the associated mitigation measures. Refer to pages IV.H.1 to IV.H.13 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact H.1: Construction of the proposed project facilities could cause substantial, though intermittent and short-term, increases in noise levels, which would add to noise levels predicted by the City's *General Plan MEIR* and the *County General Plan*. (Less than significant with mitigation)

> Mitigation Measure H.1: Protection of sensitive receptors from excessive construction noise.

Impact H.2: Operation of new stationary sources of noise at the Primary and Secondary Plants associated with the proposed project could generate noise. (Less than significant)

> No mitigation is necessary.

Impact H.3: Increased trips by Public Works Department employees could cause noise increases for existing sensitive receptors in the project vicinity. (Less than significant)

> No mitigation is necessary.

Cumulative Impacts

Impact H.4: The proposed project would support cumulative development that could increase noise levels in areas where noise levels exceed, or would exceed, the noise and land use compatibility guidelines adopted by the City of Modesto and Stanislaus County, or the noise performance standards set by the City and County. (Significant and unavoidable)

> No mitigation measures identified in the MEIR.

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

Mitigation measures related to noise appear on pages IV.H.11 and IV.H.12 in the Wastewater Master Plan MEIR.

Discussion:

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 IV.H of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on parks and recreation. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
8. NOISE			
1) Construction of the proposed project facilities could cause substantial, though intermittent and short-term, increases in noise levels, which would add to noise levels predicted by the City's *General Plan MEIR* and the *County General Plan.*	☐	X	☐
2) Operation of new stationary sources of noise at the Primary and Secondary Plants associated with the proposed project could generate noise.	☐	☐	X
3) Increased trips by Public Works Department employees could cause noise increases for existing sensitive receptors in the project vicinity.	☐	☐	X
Cumulative Impacts: 4) The proposed project would support cumulative development that could increase noise levels in areas where noise levels exceed, or would exceed, the noise and land use compatibility guidelines adopted by the City of Modesto and Stanislaus County, or the noise performance standards set by the City and County.	☐	☐	X

Discussion:

(1) Construction of the project would increase noise levels in the surrounding neighborhood for the duration of construction (180 days, depending on weather). The noisiest activities will be limited, but could occur at any time during the construction period. Mitigation Measure H.1 will be implemented in order to reduce construction noise impacts by specifying the following requirements in the construction contract:

a. Site work and equipment use will occur only between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday, as required by the City's noise ordinance.

b. Only noise-muffled equipment in good working order will be used and air compressors and pneumatic equipment will be equipped with mufflers, shrouds, or shields, as appropriate.

(2) The project will not involve any work at the Primary or Secondary Treatment Plants. No noise impacts will occur at these locations as a result of this project and no mitigation is necessary.

(3) Maintenance and operation of the project will require infrequent periodic site visits by staff. This impact is not significant and no mitigation is necessary.

Cumulative Impacts:

(4) The project is planned to relieve the flow in a portion of the Emerald Trunk. No new growth will be accommodated by this project beyond that planned and envisioned by the Wastewater Master Plan MEIR and no new impacts associated with growth are expected. No mitigation is necessary.

9. VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on visual resources and the associated mitigation measures. Refer to pages IV.I.1 to IV.I.10 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact I.1: The proposed aboveground structures associated with wastewater collection would impact the visual quality of their surroundings. (Less than significant)

No mitigation is necessary.

Impact I.2: At the Primary and Secondary Plants, the proposed new aboveground structures and alterations to existing aboveground structures could impact the visual quality of their surroundings. (Less than significant)

No mitigation is necessary.

Impact I.3: The proposed area of fill and the berm around the perimeter of the fill at the Primary Plant would impact visual quality in the vicinity of the project when viewed from surrounding public streets and parks. (Less than significant)

No mitigation is necessary.

Cumulative Impacts

No cumulative impacts were disclosed in the Wastewater Master Plan MEIR.

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

The Wastewater Master Plan MEIR did not identify significant impacts related to visual resources, therefore, no mitigation measures were identified in the Wastewater Master Plan MEIR.

Discussion:

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 IV.I of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on visual resources. The following is an analysis of whether the proposed

project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
9. VISUAL RESOURCES			
1) The proposed aboveground structures associated with wastewater collection would impact the visual quality of their surroundings.	☐	☐	X
2) At the Primary and Secondary Plants, the proposed new aboveground structures and alterations to existing aboveground structures could impact the visual quality of their surroundings.	☐	☐	X
3) The proposed area of fill and the berm around the perimeter of the fill at the Primary Plant would impact visual quality in the vicinity of the project when viewed from surrounding public streets and parks.	☐	☐	X

Discussion:

(1) The proposed project is a pipeline and will not include permanent aboveground structures. No mitigation is necessary.

(2-3) The project would have no effect on either the Primary or Secondary Wastewater Treatment Plants and therefore no effects related to these facilities will occur as a result. No mitigation is necessary.

10. PUBLIC HEALTH AND SAFETY: HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan Master EIR identifies the potential impacts on public health and safety related to hazardous materials and the associated mitigation measures. Refer to pages IV.J.1 to IV.J.12 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact J.1: Hazardous materials use, storage, and transportation during construction would cause potential hazards to the public and the environment. (Less than significant)

No mitigation is necessary.

Impact J.2: Hazardous materials use, storage, and transportation during the operation of the wastewater collection and treatment system would cause potential hazards to the public and the environment. (Less than significant)

No mitigation is necessary.

Impact J.3: Increased use of chlorine and sulfur dioxide at the Secondary Plant could expose workers and the public to accidental release of toxic gases. (Less than significant)

No mitigation is necessary.

Impact J.4: Construction and operation of the wastewater collection and treatment facilities would increase the amount of hazardous wastes generated at the facilities, resulting in increased hazards to the public and the environment. (Less than significant)

Cumulative Impacts

Impact J.5: The project would involve increased use and transport of hazardous materials and hazardous wastes within California. (Less than significant)

No mitigation is necessary.

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

Mitigation measures related to public health and safety with respect to hazardous materials appear on pages IV.J.11 and IV.J.12 in the Wastewater Master Plan MEIR.

Discussion:

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 IV.J of the Wastewater Master Plan MEIR identifies the potential impacts of implementing the Wastewater Master Plan on public health and safety related to hazardous materials. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
10. PUBLIC HEALTH AND SAFETY: HAZARDOUS MATERIALS			
1) Hazardous materials use, storage, and	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
transportation during construction would cause potential hazards to the public and the environment.			
2) Hazardous materials use, storage, and transportation during the operation of the wastewater collection and treatment system would cause potential hazards to the public and the environment.	☐	☐	X
3) Increased use of chlorine and sulfur dioxide at the Secondary Plant could expose workers and the public to accidental release of toxic gases.	☐	☐	X
4) Construction and operation of the wastewater collection and treatment facilities would increase the amount of hazardous wastes generated at the facilities, resulting in increased hazards to the public and the environment.	☐	☐	X
Cumulative Impact: 5) The project would involve increased use and transport of hazardous materials and hazardous wastes within California.	☐	☐	X

Discussion:

(1-2) The proposed pipeline project will not employ hazardous materials. No impact is expected and no mitigation is necessary.

(3) The project would have no effect on the Secondary Wastewater Treatment Plant. Therefore no effect related to this facility will occur as a result. No mitigation is necessary.

(4) The project will not generate hazardous waste. No mitigation is necessary.

Cumulative impacts:

(5) The pipeline project will not employ hazardous materials. No impact is expected and no mitigation is necessary.

11. PUBLIC HEALTH AND SAFETY: CONTAMINATED SOILS AND DEMOLITION

a. Significant Effects Identified in the Master EIR

The Wastewater Master Plan MEIR identifies the potential impacts on public health and safety with respect to contaminated soils and demolition and the associated mitigation measures. Refer to pages IV.K.1 to IV.K.15 in the Wastewater Master Plan MEIR for details.

Direct Impacts

Impact K.1: Excavation for installation of wastewater system improvements could encounter contaminated soil and/or groundwater and expose workers and the public to hazardous substances. (Less than significant with mitigation)

Mitigation Measure K.1a: Prior to activities involving soil disturbance for the improvements to the wastewater collection and treatment systems, the City shall use reasonable means to determine the presence of soil or groundwater contamination.

Mitigation Measure K.1b: If warranted, conduct soil and groundwater sampling and analysis.

Mitigation Measure K.1c: If warranted, prepare a site remediation plan and health and safety plan.

Mitigation Measure K.1d: Where any activity would be performed at a contaminated site or where hazardous materials are suspected, the City's contractor shall prepare a project-specific Health and Safety Plan prior to any site work.

Mitigation Measure K.1e: Prepare a Waste Disposal and Hazardous Materials Transportation Plan.

Mitigation Measure K.1f: In the event that previously unidentified contamination is encountered (e.g., identified by odor or visual staining) during soil disturbance activities or any underground storage tanks, abandoned drums, or other hazardous materials or wastes are encountered during construction, the contractor(s) shall immediately notify the City and the City shall then notify the County. The contractor(s) shall have prepared a Contingency Plan for Sampling and Analysis of potentially hazardous substances and coordination with appropriate regulatory agencies.

Impact K.2: Pipe bursting methods could release potentially hazardous material contaminants into soil and groundwater, causing health effects to construction workers and the public, and environmental degradation. (Less than significant with mitigation)

Mitigation Measure K.2: The contractor(s) shall prepare a procedure for review by the City for emptying pipes of their contents before pipe bursting begins. Once accepted by the City, with revisions if requested, the contractor shall implement the procedure prior to carrying out any pipe bursting.

Impact K.3: Construction activities involving demolition or modification of structures may result in the exposure of construction workers and the general public to added health risk. (Less than significant with mitigation)

Mitigation Measure K.3: As a condition of approval for any demolition permit for a structure or facility potentially containing lead or asbestos under the proposed project, a lead-based paint and asbestos-containing survey shall be performed at the structure or facility by a qualified environmental professional.

Cumulative Impacts

No cumulative impacts were disclosed in the Wastewater Master Plan MEIR.

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

Mitigation measures related to public health and safety with respect to contaminated soils and demolition appear on pages IV.K.11 and IV.K.15 in the Wastewater Master Plan Master EIR.

Discussion:

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 IV.K of the Wastewater Master Plan Master EIR identifies the potential impacts of implementing the Wastewater Master Plan on public health and safety with respect to contaminated soils and demolition. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Wastewater Master Plan MEIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
11. PUBLIC HEALTH AND SAFETY: CONTAMINATED SOILS AND DEMOLITION			
1) Excavation for installation of wastewater system improvements could encounter contaminated soil and/or groundwater and expose workers and the public to hazardous substances.	☐	X	☐
2) Pipe bursting methods could release potentially hazardous material contaminants into soil and groundwater, causing health effects to construction workers and the public, and environmental degradation.	☐	☐	X
3) Construction activities involving demolition or modification of structures may result in the exposure of construction workers and the general public to added health risk.	☐	☐	X

Discussion:

(1) While unlikely, it is possible that contaminated soils could be encountered during the small amount of trenching and excavation needed to construct the project. City staff or the contractor will implement Mitigation measure K.1a to make a preliminary assessment of the site. If it appears that contaminated soils may be disturbed, additional mitigation measures

will be employed to minimize or eliminate the risks associated with disturbing the contaminated area.

(2) The project does not involve pipe bursting. No mitigation is necessary

(3) The project does not involve demolition of existing structures. No mitigation is necessary

12. CLIMATE CHANGE (General Plan Master EIR Section 21)

a. Significant Effects Identified in the General Plan Master EIR

The General Plan Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

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.

No project-level mitigation measures were identified, as indicated on page V-21-18 of the General Plan Master EIR.

Cumulative Impacts

Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change. Mitigation measures to reduce the cumulative impact of greenhouse gas emissions are detailed on pages V-21-7 to V-21-10 of the General Plan Master EIR.

Mitigation Measure CL-3: Discourage removal of street trees.

Mitigation Measure CL-4: The City of Modesto shall require shade trees, where feasible and appropriate, in landscape plans for all new development proposals.

Mitigation Measure CL-5: The City shall require the planting of large-canopy species in new development areas in such a way that they grow to full size without damaging streets and sidewalks.

Mitigation Measure CL-6: The goal of the street tree maintenance program is to maintain trees in the best possible health by ensuring that newly planted trees are cared for in such a way as to prevent or minimize sidewalk and street damage.

Mitigation Measure CL-7: The City of Modesto shall encourage the Modesto and Turlock Irrigation Districts to establish and promote a program whereby existing residential and commercial building owners are provided incentives to increase the number of shade trees in developed parts of the City.

Mitigation Measure CL-8: The City of Modesto shall coordinate with the Modesto and Turlock Irrigation Districts and Pacific Gas & Electric Company on all new, large-scale development proposals in the City.

Mitigation Measure CL-9: The City of Modesto shall encourage the use of solar energy systems for residential, agricultural, parks, public buildings, and business purposes.

Mitigation Measure CL-10: Lots in new subdivisions should be oriented in such a way to maximize solar energy.

Mitigation Measure CL-11: The City of Modesto shall approve applications for solar energy systems in accordance with State law.

Mitigation Measure CL-12: To reduce heat gain from pavement, conside3r reducing street rights-of-way and pavement widths to pre-World War II widths and consider working with StanCOG to shift transportation money away from automobile transportation.

Mitigation Measure CL-13: The City shall consider instituting a development pattern that facilitates non-automobile transportation.

Mitigation Measure CL-14: The City shall consider renegotiating employee union contracts to eliminate parking subsidies for public employees, encourage carpools, and other means to reduce employee vehicle trips.

Mitigation Measure CL-15: The City shall purchase clean-fuel/alternative fuel fleet vehicles.

Mitigation Measure CL-16: All commercial development projects shall include bicycle racks and changing rooms.

Mitigation Measure CL-17: The City shall attempt to facilitate development of "brownfields."

Mitigation Measure CL-18: The City of Modesto shall work with the local energy providers and developers on voluntary incentive based programs to encourage the use of energy efficient designs and equipment.

Mitigation Measure CL-19: The City of Modesto shall cooperate with the local building industry, utilities and the Air District to promote enhanced energy conservation standards for new construction.

Mitigation Measure CL-20: The City shall encourage new residential, commercial, and industrial development to reduce air quality impacts from area sources and from energy consumption.

Mitigation Measure CL-21: The City shall consider requiring new public buildings to achieve the minimum LEED "Certified" rating.

Mitigation Measure CL-22: The City shall work with applicants and developers to encourage green building methods and practices and achieve LEED standards for all new development.

Mitigation Measure CL-23: Renovation of buildings shall achieve as many LEED pre-requisites and credits as feasible.

Mitigation Measure CL-24: The City shall work with the community to encourage private development to use green building methods and practices and to achieve standards set by LEED.

Mitigation Measure CL-25: New development shall comply with Green Building Standards adopted by the California Building Standards Commission in effect at the time of building permit application.
Mitigation Measure CL-26: The City shall encourage compliance with the California Green Building Code guidelines.

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 General Plan 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 is necessary.

c. Project-Specific Effects

Section V-21 of the General Plan 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 General Plan Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
12. CLIMATE CHANGE			
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	X
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the General Plan Master EIR.	☐	☐	X
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.	☐	☐	X

Discussion:

(1-3) Construction of reliever trunks such as the Emerald Relief Trunk project is a normal and expected part of maintaining City services and as such is consistent with the Urban Area General Plan. Trips associated with the operation and maintenance this portion of the

wastewater collection system are expected to be similar to the trips generally associated with maintenance of the collection system and this facility would not create an increase in vehicle trip lengths, as compared to those estimated in the General Plan Master EIR. The region does not yet have either an adopted Sustainable Communities Strategy or an Alternative Planning Strategy. Reducing energy use associated with the transmission of sewage is difficult because as a liquid, it has a limited potential for compression. Options for reducing energy use from sewage transmission are largely limited to reducing the amount of sewage generated and reducing the distance it must be transported. Because the houses served by the existing and proposed collections system already exist in their current locations, the City's ability to reduce sewage flow or the distance it is transported are minimal.

13. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES (General Plan Master EIR Section 8)

The Wastewater Master Plan Master EIR incorporates the discussion of impacts on archaeological and historical sites from the 2003 General Plan Master EIR. The 2003 Master EIR (and the 1995 General Plan Master EIR) concluded that potential impacts on archaeological sites were limited to riparian areas. However, in 2008 Modesto certified a new General Plan Master EIR which concluded that although the likelihood of encountering archaeological sites in non-riparian areas is low, it is possible. Accordingly, policies and mitigation affecting these resources apply throughout Modesto. Because there has been a change in Modesto's approach to addressing archaeological and historical sites, this section is tiered from the 2008 General Plan Master EIR to allow full disclosure of potential impacts and mitigation.

a. Significant Effects Identified in the General Plan Master EIR

The General Plan Master EIR discloses the following residual significant and unavoidable impacts pertaining to cultural resources expected after application of mitigations/policies. The analysis and detail of mitigations is available on pages V-8-1 through V-8-25 in the General Plan Master EIR.

Direct Impacts

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

Mitigation Measure AH-4: The City of Modesto shall implement regulations that identify important historic resources, and preserve the important aspects of those resources.

Mitigation Measure AH-5: The City shall ensure that zoning provisions for structures of historical significance are sufficiently flexible to ensure that parking or other structures requirements of the Zoning Ordinance allow the historic structures to remain viable in the future.

Mitigation Measure AH-6: The modification of historic structures and places can be mitigated through the application of existing regulations and consultation with the State Historic Preservation Officer, an interim procedure whereby the City evaluates proposals to modify historic structure and develops a program to reduce the impacts on an individual basis.

Mitigation Measure AH-8: As an ongoing measure, the City of Modesto shall maintain professional standard inventories of historic resources, with the findings of those inventories concurred by the SHPO and kept on file with the State Office of Historic Preservation.

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

Mitigation Measure AH-3: The City of Modesto Landmark Preservation Ordinance establishes the recognition, preservation, enhancement, perpetuation, and use of structures, natural features, sites, and areas within the City of Modesto that have historic, architectural, archaeological, structural engineering, or aesthetic significance.

Mitigation Measure AH-7: When structures or areas of historical significance more than 50 years old are proposed for demolition, alteration, or where construction is proposed within 100 feet of that structure, the applicant shall submit data to the City regarding the structure's history or locations prepared by a qualified architectural historian.

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

Mitigation Measure AH-10: Prior to the adoption or amendment of the City of Modesto's UAGP, the City shall conduct consultations with the NAHC and those individuals and organizations identified by the NAHC.

Mitigation Measure AH-11: If land designated or proposed to be designated for development within the City of Modesto contains a sacred or traditional place, the City shall conduct consultations with the Native American Heritage Commission and the appropriate Native American groups and individuals.

Mitigation Measure AH-12: Any project subject to CEQA that involves substantial earth-disturbing activities, where excavation/construction would occur outside of areas where previous development has occurred, or where excavation/construction would occur at depths greater than existing foundations, roads and/or trenches in the immediate vicinity, shall require evaluation of the site by a qualified archaeologist.

Mitigation Measure AH-14: Any project that involves earth-disturbing activities shall require consultation by the applicant for the purposes of determining archaeological and cultural resources impacts and creating appropriate mitigation to address such impacts.

Potential Impact: Construction in an area of high archaeological sensitivity.

Mitigation Measure AH-9: For all proposed development within an archaeological resource study area a combination of archival research, particularly through the Central California Information Center at Turlock, and preliminary surface field reconnaissance as well as consultations with the Native American Heritage Commission (NAHC) and those individuals and organizations identified by the nAHC shall be employed to identify any areas that may have been used by Native Americans.

Mitigation Measure AH-13: If Phase II archaeological evaluations are recommended, a report of all such surveys and excavations with recommendations shall be completed prior to Project approval.

Mitigation Measure AH-15: Any project that involves earth-disturbing activities within previously undisturbed soils in an area determined to be archaeologically or culturally sensitive by the City of Modesto through consultation with the Project Applicant and a qualified

archaeologist shall be subject to archaeological and Native American monitoring during all ground disturbing activities.

Mitigation Measure AH-16: Any project that involves earth-disturbing activities within previously undisturbed soils in an area determined to be archaeologically or culturally sensitive by the City of Modesto through consultation with the Project Applicant and a qualified archaeologist and the Native Americans will be required to have the following mitigation measures (specified on pages V-8-18 and V-8-19 of the General Plan Master EIR).

Cumulative Impacts

Implementation of the Urban Area General Plan is not expected have a cumulatively considerable impact on archaeological and historical resources. No mitigation is necessary. The following policy is offered to promote historical awareness.

Mitigation Measure AH-17: The City of Modesto shall promote historical awareness through provision of educational opportunities for residents of all ages

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

The following archaeological and historical resources mitigation measures pertinent to the proposed project are found in detail on pages V-8-16 through V-8-19 in the General Plan 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.

c. Project-Specific Effects

Section V-8 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 if impacts are equal to or less than impacts disclosed in the Wastewater Master Plan Master EIR. New impacts may result in new mitigation.

	Potentially Significant Impact, as Compared to MEIR	**No Significant Impact with MEIR Mitigation**	**Less Than Significant or No Impact**
13. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES			
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	X
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	X
3) The proposed project would modify or demolish	☐	☐	X

	Potentially Significant Impact, as Compared to MEIR	No Significant Impact with MEIR Mitigation	Less Than Significant or No Impact
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.	☐	☐	X
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	X

Discussion:

(1) As proposed, the project is consistent with the policies affecting archaeological and historical resources, as set forth the General Plan and the General Plan Master EIR.

(2-3) No buildings will be demolished or altered to construct the project, which will be located within existing street and utility rights-of-way. No mitigation is necessary.

(4) The project route is located well away from riparian areas, which are considered to have the greatest potential for encountering archaeological resources. Nevertheless, it is still possible that archaeological materials may be encountered during construction. Should that occur, the contractor shall stop work immediately, inform City staff, and a specialist shall be consulted, consistent with Mitigation Measure AH-14. No other mitigation is necessary.

(5) No trees will be removed by the project, which is within existing street and utility rights-of-way. No mitigation is necessary.

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 Wastewater Master Plan 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. No new or additional mitigation measures are required.

Master EIR Mitigation Measures:

1. Land Use, Plans, and Policies

No mitigation is necessary.

2. Agricultural Resources

No mitigation is necessary.

3. Parks and Recreation

No mitigation is necessary.

4. Water Quality and Hydrology

Mitigation Measure D.1: The City shall prepare a SWPPP designed to reduce potential impacts to surface water quality through the construction period of all of the project components (whether or not the particular portion of the project disturbs more than one acre). The SWPPP shall emphasize measures designed to minimize erosion and off-site sedimentation during improvements to the collection system and installation of the new outfall.

5. Biological Resources

Mitigation Measure E.2.2: Compensation for loss of Burrowing Owl habitat if a pre-construction survey finds that Burrowing Owls occupy the site and avoidance is not feasible.

Mitigation Measure E.6a: Pre-construction survey and ensure that nesting Swainson's Hawks are not disturbed by construction activities.

6. Transportation

No mitigation is necessary.

7. Air Quality

Mitigation Measure G.1: The construction plans for each group of building permits shall incorporate recommendations from the San Joaquin Valley Air Pollution Control District specified on pages IV.G.17 and IV.G.18 in the Wastewater Master Plan Master EIR to minimize emissions during construction phases.

Mitigation Measure G.2: The City shall abide by permit limits imposed by the SJVAPCD to reduce pollutant emissions from diesel-powered engines for emergency power generation and any other

sources requiring permits. The City shall abide by permit limits imposed by the SJVAPCD on operation of digester-gas burning equipment at the Primary Plant. If District Rule 9510 would apply, the City shall follow it and make the required emission reductions on-site (or pay for or create emission reductions off-site).

8. Noise

Mitigation Measure H.1 will be implemented in order to reduce construction noise impacts by specifying the following requirements in the construction contract:

a. Site work and equipment use will occur only between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday, as required by the City's noise ordinance.
b. Only noise-muffled equipment in good working order will be used and air compressors and pneumatic equipment will be equipped with mufflers, shrouds, or shields, as appropriate.

9. Visual Resources

No mitigation is necessary.

10. Public Health and Safety: Hazardous Materials

No mitigation is necessary.

11. Public Health and Safety: Contaminated Soils and Demolition

Mitigation Measure K.1a: Prior to activities involving soil disturbance for the improvements to the wastewater collection and treatment systems, the City shall use reasonable means to determine the presence of soil or groundwater contamination.

12. Climate Change:

No mitigation is necessary.

13. Disturbance of Archaeological/Historical Sites:

Mitigation Measure AH-14: Any project that involves earth-disturbing activities shall require consultation by the applicant for the purposes of determining archaeological and cultural resources impacts and creating appropriate mitigation to address such impacts.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-65

Print

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE EMERALD TRUNK SEWER RELIEF PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH MCGUIRE AND HESTER, OF OAKLAND, CALIFORNIA IN THE AMOUNT OF $5,997,118.50, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Emerald Trunk Sewer Relief Project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Emerald Trunk Sewer Relief Project were opened at 11:00 a.m. on January 21, 2014, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $5,997,118.50 received from McGuire and Hester of Oakland, CA be accepted as the lowest responsible and responsive bid and the contract be awarded to McGuire and Hester,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Emerald Trunk Sewer Relief Project, accepts the bid of McGuire and Hester of Oakland, CA in the amount of $5,997,118.50, and awards McGuire and Hester the contract for the Emerald Trunk Sewer Relief 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 25th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-66

Print

RESOLUTION APPROVING AN AGREEMENT WITH BLACKBURN CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES FOR EMERALD TRUNK SEWER RELIEF PROJECT IN AN AMOUNT NOT TO EXCEED $497,115.37 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $49,712.00 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $546,827.37 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the bids received for the Emerald Trunk Sewer Relief Project were opened at 11:00 a.m. on January 21, 2014, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, due to the size and complexity of the project, construction management services are needed to facilitate construction activities, and

WHEREAS, these support services will promote timely and successful construction of the project, while also reducing risk to the City, and

WHEREAS, following Administrative Directive 3.1, City staff selected Blackburn Consulting as the most qualified firm to provide these services, and

WHEREAS, as Construction Manager, Blackburn Consulting will act as the City's advisor relating to the contract and provide coordination between all parties as it relates to the construction activities, and

WHEREAS, the scope for Construction Management services includes review of the project documents, communication and correspondence, photographic record of construction activities, review and management of construction processes, attending and conducting meetings necessary for construction, inspection and reporting of construction, materials testing where required, review and processing of payments, onsite construction management, schedule review, change order management,

maintaining complete and accurate project records and drawings, potential claims review and analysis, project punch list and closeout services, and

WHEREAS, the total cost of construction management services, including the optional 10% Additional Services, is $546,827.37, which is 9.1% of the total construction costs, and

WHEREAS, staff has negotiated the scope and fees with Blackburn and believes the costs are reasonable for a project of this size and complexity, and

WHEREAS, staff recommends an agreement with Blackburn Consulting, as the City does not have the staffing level or subject matter expertise to perform construction management services for the Emerald Trunk Sewer Relief Project, and current workload levels do not provide for timely in-house solutions/responses,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Blackburn Consulting for Construction Management Services for Emerald Trunk Sewer Relief Project for an amount not to exceed $497,115.37 for the identified scope of services, plus $49,712 for additional services (if needed), for a maximum total amount of $546,827.37.

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 25th day of February, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-67

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $7,196,917 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE EMERALD TRUNK SEWER RELIEF PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $7,196,917, in order to fund construction, contingency, construction administration and engineering support during construction for the Emerald Trunk Sewer Relief project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 25th day of February, 2014, 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, Interim City Attorney

Exhibit A

Due to the increase of estimated construction, contingency, construction administration, and engineering construction costs for CIP Account #100525 "Emerald Sewer Trunk Relief", the total project costs need to be increased by $7,196,917. This would be done by adjusting Construction by $5,997,119, Contingency by $479,769, Construction Administration by $645,065, and Engineering/Design/Administration by $74,964.

To fund the above account, $7,196,917 will be transferred from Wastewater Fund Reserves into CIP Project 100525 for the Emerald Sewer Trunk Relief project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-68

RESOLUTION APPROVING A COST-SHARING AGREEMENT FOR ASSOCIATED TASK ITEMS OF WORK TO SHARE CERTAIN COSTS BETWEEN THE DEL PUERTO WATER DISTRICT, THE CITY OF TURLOCK, AND THE CITY OF MODESTO FOR THE DEVELOPMENT OF A REGIONAL RECYCLED WATER DELIVERY SYSTEM PHASE 3 FEASIBILITY STUDY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on January 12, 2010, the City Council, by Resolution No. 2010-016, approved moving forward with a Regional Recycled Water Delivery System Feasibility Study (Phase 1 Feasibility Study) in partnership with the Del Puerto Water District (DPWD) in a Cost-sharing Agreement in the amount of $25,000 each, and

WHEREAS, they would then seek a reimbursement from the Bureau of Reclamation (BOR) or other sources, and

WHEREAS, based on the BOR's review of the request for proposals for the Phase 1 Feasibility Study, the estimate was revised to $150,000, and

WHEREAS, on April 27, 2010, the City Council, by Resolution No. 2010-149, approved an Amendment to the Cost-sharing Agreement with DPWD allowing the City of Modesto to fund the remainder of the Phase 1 Feasibility Study in the amount of $100,000, and

WHEREAS, DPWD hired RMC Water and Environment (RMC) to perform the Phase 1 Feasibility Study, and was responsible for managing the contract, and

WHEREAS, the final contract amount for RMC was $149,615.37, with the BOR reimbursing $75,149.30 to the agencies for the cost of the Phase 1 Feasibility Study, with Modesto paying $49,466.07, and DPWD paying the balance of $25,000, and

WHEREAS, subsequently, the proposed project expanded to include the Cities of Turlock and Ceres, and Stanislaus County as partners and is now truly regional in scope, and now referred to as the North Valley Regional Recycled Water Program, and

WHEREAS, the City of Ceres and Stanislaus County will participate in the project as stakeholders but will not participate in the Cost-sharing Agreement, and

WHEREAS, as the Phase 1 Feasibility Study work was drawing to a close, the Cities of Modesto, Turlock and the DPWD (parties) recognized that the project was feasible and that it was necessary to refine the program alternatives identified in the study, and

WHEREAS, therefore, the parties agreed that it was in their best interest for DPWD to employ RMC for further refinement of the program alternatives and subsequent tasks associated with the NVRRWP as shown in the Phase 2 Feasibility Study Scope of Work, and

WHEREAS, since DPWD is a BOR contractor, the parties agreed that DPWD should also act as lead for the Phase 2 Feasibility Study, and

WHEREAS, on May 22, 2012, the City Council, by Resolution 2012-180, approved the Cost-sharing Agreement for the Phase 2 Feasibility Study, and

WHEREAS, the Phase 2 Feasibility Study has determined that the preferred conveyance alternative is single or dual pipeline(s) to the Delta-Mendota Canal, and

WHEREAS, the cost sharing under this Agreement will provide up to $1.6 million toward refinement of the program alternatives and subsequent tasks associated with the NVRRWP, and

WHEREAS, the parties agreed that it was still in their best interest for DPWD to continue to employ RMC for further refinement of the program alternatives and subsequent tasks associated with the NVRRWP, and

WHEREAS, Del Puerto Water District Board and the Turlock City Council are expected to approve the Cost-Sharing Agreement at a later date,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Cost-sharing Agreement for associated task items of work to share certain costs between the Del Puerto Water District, the City of Turlock, and the City of Modesto for the development of a Regional Recycled Water Delivery System Phase 3 Feasibility Study.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Cost-sharing Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-69

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $341,260 TO FULLY FUND THE CITY'S PORTION OF THE RECYCLED WATER DELIVERY SYSTEM PHASE 3 FEASIBILITY STUDY, AND INCREASED STAFFING COSTS ASSOCIATED WITH THE PHRASE 3 FEASIBILITY STUDY REVIEW AND OVERALL PROGRAM SUPPORT

WHEREAS, certain budgetary transactions are necessary in the amount of $341,260 in order to fully fund the City's share of the cost-sharing agreement with Del Puerto Water District and the City of Turlock for the Regional Recycled Water Delivery System Phase 3 Feasibility Study and increased staffing costs and administrative fees associated with the Phase 3Feasibility Study review and overall program costs, and

WHEREAS, the Fiscal Year 2013-2014 Capital Improvement 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 2013-2014 Capital Improvement 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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Due to the City's portion of the Regional Recycled Delivery System Phase 3 Feasibility Study, project account #100521, is being increased to refine the program alternatives and subsequent tasks associated with the North Valley Regional Recycled Water Program, the total project costs needs to be increased by $205,260.

Additionally, funds are necessary to cover the cost of water rights review in the amount of $50,000.

Additionally, funds are necessary to cover increased staffing costs and administrative fees associated with Phase 3 Feasibility Study review and overall program support in the amount of $86,000.

This would be done by transferring from $341,260 from Wastewater Reserves Account.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-70

RESOLUTION APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN OF THE CITY OF MODESTO REDEVELOPMENT SUCCESSOR AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B)

WHEREAS, on October 22, 2013, the City Council adopted Resolution No. 2013-385 approving the City of Modesto Redevelopment Successor Agency Long Range Property Management Plan (the Plan); and

WHEREAS, the Plan was submitted to the State Department of Finance (DOF) on October 24, 2013; and

WHEREAS, City staff was contacted by the DOF to discuss the permissible uses identified in the Plan for the following properties:

- Modesto Centre Plaza
- 9th Street parking garage
- 10th Street parking garage
- First floor retail space of Tenth Street Place; and

WHEREAS, City staff has amended the Plan to retain these properties as Government/Public Use until the debts are retired, at which time they will be evaluated for disposition if appropriate,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Amended Long Range Property Management Plan of the City of Modesto Redevelopment Successor Agency pursuant to Health and Safety Code Section 34191.5(b).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of February, 2014, 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, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-71

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH TEICHERT/MCM, A JOINT VENTURE, FOWLER CALIFORNIA IN AN AMOUNT OF $30,999,968.53, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the State Route 99/Pelandale Avenue Interchange Reconstruction Project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the State Route 99/Pelandale Avenue Interchange Reconstruction Project were opened at 2:00 pm on January 17, 2014, and later tabulated by the City Engineer for the consideration of the Council, and

WHEREAS, the City Engineer has recommended that the bid of $30,999,968.53 received from Teichert/MCM, A Joint Venture of Fowler, California be accepted as the lowest responsible bid, and the contract be awarded to Teichert/MCM, A Joint Venture, Fowler California.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the State Route 99/Pelandale Avenue Interchange Reconstruction Project, accepts the bid of Teichert/MCM, A Joint Venture of Fowler, California, in the amount of $30,999,968.53, and awards Teichert/MCM, A Joint Venture of Fowler, California the contract for the State Route 99/Pelandale Avenue Interchange Reconstruction 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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-72

RESOLUTION AUTHORIZING THE CITY ENGINEER TO ISSUE CHANGES IN THE CONSTRUCTION CONTRACT VIA WRITTEN CHANGE ORDERS FOR THE STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE PROJECT FOR AN AMOUNT OF ALL SUCH CHANGE ORDERS NOT TO EXCEED SIX PERCENT (6%) OF THE ORIGNAL CONTRACT PRICE

WHEREAS, due to the inherent nature of this type of construction, the change orders related to the project are anticipated, and

WHEREAS, It may become necessary to issue change orders to prevent the interruption of work which has the potential to result in substantial cost to the project, and

WHEREAS, It may become necessary to issue change orders to protect the work, equipment, or materials to be used in the work, human safety, or environment at or near the site of the work, from substantial and immediate danger or injury, and

WHEREAS, It may become necessary to issue change orders to protect, where damage or injury has occurred, the work, equipment, or materials to be used in the work, human safety, or environment, at or near the site of the work from further damage, injury or deterioration caused by man, nature or other sources, and

WHEREAS, It may become necessary to issue change orders to meet specific requirements of the project funding and the construction co-operative agreement with California Department of Transportation (Caltrans).

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Modesto that it hereby authorizes the City Engineer to issue changes in the construction contract via written change orders for the State Route 99/Pelandale Avenue Interchange Project for an amount of all such 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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-73

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 CAPITAL IMPROVEMENT BUDGET AS REFLECTED IN EXHIBIT A, AND REDUCING ALLOCATION OF THE STATE ROUTE 99 PROPOSITION 1B BOND SAVINGS CIP PROJECT NO. 100786, FROM $43,800,000 TO $41,061,629, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THE RESOLUTION

WHEREAS, certain budgetary transactions as shown on **Exhibit A** are necessary, in order to construct State Route 99/Pelandale Avenue Interchange reconstruction project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 Capital Improvement Program budget as reflected in **Exhibit A**, and reducing allocation of the State Route 99 Proposition 1B Bond Savings CIP Project No. 100786, from $43,800,000 to $41,061,629, 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 25th day of February, 2014, 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 LINDGREN, Interim City Attorney

EXHBIT A

Task Number	Current Budget	Proposed Budget	100786 Bond Funding	100787 CFF Funding	100705 Water Fund
Construction Admin	$550000	$1,078,995	$1,078,995	$0	$0
Consultant Charges	$4,650,000	$4,221,005	$4,221,005	$0	$0
Construction	$36,000,000**	$30,999,969	$30,332,269	$397,819	$269,881
Contingency	$2,600,000	$3,100,000	$3,100,000	$0	
Supplemental Work	$0	$2,329,360	$2,329,360	$0	
Total Funding	$43,800,000	$41,729,329	$41,061,629	$397,819	$269,881

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-74

Print

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO NEGOTIATE A CONTRACT WITH STORER TRANSIT SYSTEMS, INC. TO OPERATE MODESTO AREA DIAL-A-RIDE TRANSIT SERVICE FOR FIVE (5) YEARS COMMENCING ON JUNE 28, 2014, AND TERMINATING ON JUNE 28, 2019, WITH ONE ONE-YEAR EXTENSION OPTION AT THE SOLE DISCRETION OF THE CITY AND SUBMIT THE FINAL AGREEMENT TO THE CITY COUNCIL FOR CONSIDERATION

WHEREAS, the existing agreement with Storer Transit Systems to operate the Modesto Area Dial-A-Ride (MADAR) service expires June 27, 2014, and

WHEREAS, the City wishes to continue providing MADAR service to the citizens of Modesto, and

WHEREAS, a Request for Proposals (RFP 1314-06) was issued soliciting proposals from qualified firms for a new contract to be effective June 28, 2014, and

WHEREAS, Storer submitted a proposal that was determined to be reasonable and cost effective, and

WHEREAS, an evaluation panel reviewed all proposals and best and final offers and interviewed proposers, and

WHEREAS, after such evaluation the panel scored Storer highest utilizing the scoring criteria included in the RFP and recommended award of the contract to Storer,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Department of Public Works to negotiate a contract with Storer Transit Systems, Inc. to operate Modesto Area Dial-A-Ride transit service for five (5) years commencing on June 28, 2014, and terminating on June 28, 2019, with one one-year extension option at the sole discretion of the City, and submit the final agreement to the City Council for consideration.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of February, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-75

Print

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2014-2015 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.

NOW, THEREFORE, BE IT RESOLVED that the Administrator of Infrastructure Financing Programs 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 4th day of March, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-76

Print

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2014-2015 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.

NOW, THEREFORE, BE IT RESOLVED, that the Administrator of Infrastructure Financing Programs 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 4th day of March, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-77

Print

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2014-2015 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 Administrator of the Infrastructure Financing Programs 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 4th day of March, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-78

A RESOLUTION APPROVING IMPLEMENTATION OF A NEW MODESTO AREA EXPESS (MAX) ROUTE 21 RX AND MODIFICATIONS TO VARIOUS EXISTING ROUTE SCHEDULES EFFECTIVE JULY 6, 2014, APPROVING THE OPERATION OF MAX SERVICE ON PRESIDENT'S DAY BEGINNING 2015, AND AUTHORIZING THE TRANSIT MANAGER TO IMPLEMENT THE IMPROVEMENTS

WHEREAS, to make the MAX system more efficient and productive, City staff recommends implementing a new Route 21 RX and modifications to the schedules for various MAX routes, and

WHEREAS, to meet the needs of the travelling public, City staff recommends operating MAX on Presidents' Day beginning 2015, and

WHEREAS, the Economic Development Committee approved implementation of these activities at its January 6, 2014 meeting, 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 March 4, 2014, 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 implementation of a new Modesto Area Express (MAX) Route 21 RX and modifications to various existing route schedules effective July 6, 2014, approving the operation of MAX service on Presidents' Day beginning 2015, 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 4th day of March, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-79

Print

RESOLUTION APPROVING ADJUSTMENTS TO VARIOUS WATER USER FEES EFFECTIVE JULY 1, 2014, WITH INFLATIONARY ADJUSTMENTS EVERY TWO YEARS

WHEREAS, Water user fees recover the cost of service delivery, including labor, equipment, and materials, for services provided beyond the monthly water rates, and

WHEREAS, these fees are designed so the customer who receives the specific service pays for the full cost of providing that service, and

WHEREAS, the majority of these fees have not been updated since 2004; some fees have not been updated since 1991, and

WHEREAS, these costs are currently being recovered through all water customers through the water rates, and

WHEREAS, staff recommended an update to the fees structure as shown in "**Attachment 1**" so that the full cost of providing the services are recovered, and

WHEREAS, these proposed adjustments will not only cover the actual cost of providing the service, it will also encourage customers to pay in a timely manner to avoid interruption of service and reduce reoccurring delinquencies, and

WHEREAS, staff also recommended that a two-year inflationary adjustment on all the user fees on the proposed fee schedule be included similar to those authorized for Water Connection Fees and Wastewater Capacity Charges, which is based on an amount not to exceed the annual percentage increase reported in the month of April in the Construction Cost Index found in the Engineering News Record for the San Francisco region, and

WHEREAS, the Finance Committee reviewed this item at its January 27, 2014, and with minor revisions, recommended forwarding onto Council for consideration, and

WHEREAS, a duly noticed public hearing was held by the Council on March 4, 2014 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 adjustments to various water user fees, and inflationary adjustments every two years,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves adjustments to various Water User Fees as noted in **Attachment 1**, effective July 1, 2014.

BE IT FURTHER RESOLVED that inflationary adjustments to Water User Fees will be reviewed every two years for possible increases to keep fees more in line with actual costs of providing the services.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of March, 2014, 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, Interim City Attorney

Proposed Water User Fee Schedule			
	USER FEES	**CURRENT**	**PROPOSED**
	Utility Billing Service Charges		
1	Deposit	Not to exceed 3 times the estimated average bill or 2 times the normal monthly bill	No Change
2	Late Payment Penalty	$4.35	$10.00 or 1.5% whichever is greater
3	Returned Check	$25.00	No Change
4	Collection Agency	$37.25	No change
5	Final Disconnection Notice (FDN)	$10.00	No change
	Water Division Service Fees		
6	Disconnect	$10.00	$42.50
7	Reconnect	$10.00	$42.50
8	After Hours Service Fee (for customers who pay after the cut off time and request service turned on after hours)	No current fee	$60.00
9	Unauthorized Reconnect (Illegal On)	$25.00	$42.50
10	Lock Breakage (Broken/Cut Lock)	$75.00	No Change
11	Tamper Fee (damage to city service)	No current fee	$100 or Actual Time and Materials, whichever is greater
12	Removal of meter to install Wonderlock	No current fee	$67.50
13	Removal of Wonderlock to install meter	No current fee	$67.50
14	Line Cut or Line Cap for Non-Payment / Tampering (either at meter or back at the corp)	$375.00	$375 or Actual Time and Materials, whichever is greater
15	Reconnect Waterline after Line Cut or Line Cap	No current fee	Actual Time and Materials
16	Hydrant Meter Deposit	$500.00	$1250.00 – Now includes Backflow

	USER FEES	CURRENT	PROPOSED
	Development and Permit Fees		
	Water Service Installation Fee		
17	Water Main Installation Charge	$18.00 / linear foot of lot frontage	$26.00 / linear foot of lot frontage
18	1" Service	$1,108.00	No change
19	1 ½" Service	$1,130.00	$1,754.00
20	2" Service	$1,156.00	$1,772.00
21	4" Service	$2,131.00	$2,937.00
22	6" Service	$2,131.00	$3,009.00
23	8" Service	$2,347.00	$3,717.00
24	10" Service or Larger	At Cost	No Change
	Water Meter Fee		**Meter, Box, AMR & Lid**
25	1" Meter New Svc- Ped Lid (FL12)	$115.00	$275.00
26	1" Meter New Svc – Traffic Lid	$176.00	$314.00
27	1" Meter/Retrofit - Ped Lid	$520.00	No change
28	1" Meter/Retrofit – Traffic Lid	$600.00	No change
29	1 ½" Meter – Pedestrian Lid	$484.00	No change
30	1 ½" Meter – Traffic Lid	$545.00	No change
31	2" Meter – Pedestrian Lid	$520.00	$699.00
32	2" Meter – Traffic Lid	$582.00	$707.00
33	4" Meter *	$1,820.00	No change
34	6" Meter *	$2,400.00	$3,684.00
35	8" Meter *	$3,350.00	$4,147.00
36	10" Meter or Larger *	At Cost	No change
	* Includes Strainer		
37	Pavement for Residential (Local Street)	$445.00 for each trench	$500.00 for each trench
38	Pavement for Commercial or Non Local Street		Contractor Responsible or Actual Time and Materials
39	Water Connection for Main extension	$2,820.00	$665.00
40	Fire Hydrant Installation (each)	$2,635.00	$2,960.00
41	Fire Hydrant Line from Main per Lineal Foot	$3.00 per linear foot	$34.00 per linear foot

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-80

RESOLUTION APPROVING AN UPDATE TO THE UTILITY BILLING DELINQUENCY TIMELINE THAT REDUCES THE AMNESTY PERIOD FOR DELINQUENT CUSTOMERS BEFORE SERVICES ARE DISCONNECTED

WHEREAS, under the current Utility Billing Delinquency Timeline, a customer does not receive a Final Disconnect Notice (FDN) until they owe for two months of service.

WHEREAS, the FDN allows the customer an additional 15 days to pay before disconnection of service, and

WHEREAS, staff proposed shortening the billing period so that the customer would receive an FDN when they owe for one month of service, and

WHEREAS, this proposed update will help customers maintain lower balances on their account and reduce reoccurring delinquencies, and

WHEREAS, staff proposed these changes to Utility Billing Delinquency Timeline be effective May 1, 2014, with customer notifications via the March 2014 City Bill Insert and the April 2014 City Beat Newsletter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an update to the Utility Billing Delinquency Timeline that reduces the amnesty period for delinquent customers before services are disconnected effective May 1, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of March, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-81

Print

RESOLUTION FINDING THAT THE ROSELLE AND MERLE INTERSECTION PROJECT IS WITHIN THE SCOPE OF THE PREVIOUSLY CERTIFIED VILLAGE ONE SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT (SCH NO. 90020181), AS AMENDED BY THE VILLAGE ONE 1994 SUPPLEMENTAL EIR AND THE 2003 ADDENDA FOR THE VILLAGE ONE STORM DRAINAGE MASTER PLAN AND THE VILLAGE ONE FACILITIES MASTER PLAN UPDATE

WHEREAS, Council has received and considered the Written Checklist, Environmental Assessment No. EA/CEDD No. 2013-06, that concludes that the project entitled "Roselle and Merle Intersection Project," is within the scope of the previously certified Village One Specific Plan Program Environmental Impact Report (SCH No. 90020181), as amended by the Village One 1994 Supplemental EIR and the 2003 addenda for the Village One Storm Drainage Master Plan and Village One Facilities Master Plan Update, and that, pursuant to Sections 15168(c) and 15162 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:

1. As per Sections 15168(c) and 15162 of the California Environmental Quality Act ("CEQA") Guidelines, this Project is within the scope of the projects covered by the Village One Program EIR, as amended by the 1994 Supplemental EIR and the 2003 Addenda to the EIR ("Program EIR") and no new environmental document or findings are required by CEQA.

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 Program EIR are required.

3. 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.

4. 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.

The City Council has received and considered the Written Checklist Environmental Assessment EA/CEDD No. 2013-06, which provides the substantial evidence to support findings 1-4 above.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-82

Print

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE ROSELLE AND MERLE INTERSECTION PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH BRENEMAN, INC. IN THE AMOUNT OF $439,264.40 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Roselle and Merle Intersection project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Roselle and Merle Intersection project were opened at 11:00 a.m. on February 11, 2014, 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 $439,264.40, received from Breneman, Inc. of Walnut Creek, California, be accepted as the lowest responsive and responsible bid and the contract be awarded to Breneman Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Roselle and Merle Intersection project, accepts the bid of Breneman, Inc. of Walnut Creek, California, in the amount of $439,264.40, and awards Breneman, Inc. the contract for the Roselle and Merle Intersection 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 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-83

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN ORDER TO FULLY FUND THE ROSELLE AND MERLE INTERSECTION PROJECT, AND AUTHORIZING THE FINANCE DIRECTOR OR HER DESIGNEE TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, certain budgetary transactions are necessary in the amount of $113,515, in order to fund construction, contingency and construction administration for the Roselle and Merle Intersection Project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 March, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

Due to the increase of estimated construction, contingency and construction administration costs for CIP Account #100095 "Roselle and Merle Intersection Project", the total project costs need to be increased by $113,515. This would be done by increasing Construction by $139,265, Contingency by $13,927 and Construction Administration by $55,220. Land Acquisition will be reduced by $94,897.

To fund the above account, $113,515 will be transferred from the Village One #2 CFD, Fund 3290 into CIP Project 100095 for the Roselle and Merle Intersection Project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-84

RESOLUTION APPROVING THE ESTABLISHMENT OF A MID-BLOCK CROSSWALK ACROSS SOUTH SANTA CRUZ AVENUE 350' NORTH OF LARKIN AVENUE IN THE CITY OF MODESTO PURSUANT TO SECTION 21106 OF THE CALIFORNIA VEHICLE CODE

WHEREAS, the 2013 California Vehicle Code 21106 (a) states that local authorities, by ordinance or resolution, may establish crosswalks between intersections, and

WHEREAS, Gallo Glass Company is expanding their existing storage facility which will require the existing employee parking lot be relocated across the street at the corner of South Santa Cruz Avenue and Larkin Avenue, and

WHEREAS, the Gallo Glass Company expansion will result in 6,000 fewer truck trips per year on South Santa Cruz Avenue and Yosemite Boulevard, and

WHEREAS, the new parking lot will have 146 parking spaces, and

WHEREAS, a mid-block crosswalk across South Santa Cruz Avenue (350'north of Larkin Avenue) would provide a safer pedestrian route for Gallo Glass Company employees, and

WHEREAS, Gallo Glass Company has proposed to construct a mid-block crosswalk across South Santa Cruz Avenue with their new parking lot development project, and

WHEREAS, staff has no objection to the mid-block crosswalk because its construction, along with the reduction of truck trips, would provide safe employee access to and from the parking lot, and

WHEREAS, the Economic Development Committee supported staff's recommendation of the proposed mid-block crosswalk installation at its February 3, 2014 meeting and recommends 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 the mid-block crosswalk on South Santa Cruz Avenue 350 feet north of Larken Avenue.

BE IT FURTHER RESOLVED, by the Council of the City of Modesto that the mid-block crosswalk 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 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-85

Print

RESOLUTION ACCEPTING THE CITY MANAGER'S RECOMMENDATION TO AWARD NON-EXCLUSIVE NON-CONSENSUAL FRANCHISE TOWING SERVICES CONTRACTS AND GIVING NOTICE OF THE PUBLIC HEARING TO CONSIDER THE APPLICATIONS, AND DIRECTING THE CITY CLERK TO PUBLISH THE NOTICE, ALL IN ACCORDANCE WITH MODESTO MUNICIPAL CODE SECTION 11-2.01 ET SEQ.

WHEREAS, In April 2009, City Council awarded Non-Exclusive Non-Consensual Franchise Towing Services contracts to twenty-one applicants, and

WHEREAS, this contract expires April 13, 2014, and

WHEREAS, on January 14, 2014, the Purchasing Manager solicited Request for Applications (RFA) No. 1314-28, for City Generated Non-Exclusive Non-Consensual Franchise Towing Services, and

WHEREAS, on February 11, 2014 applications were opened in the City Clerk's office, and

WHEREAS, a total of sixteen (16) applications were received, and all sixteen (16) met the requirements of Phase 1 and Phase 2 of the application process, and

WHEREAS, on March 4, 2014, City Council, by motion, unanimously approved staff's recommendation for award of City of Modesto Non-Exclusive Non-Consensual Franchise Towing Services to the sixteen (16) applicants listed (**Attachment B**), and referring staff's recommendation for award of contracts to the City Manager for recommendation and report, and

WHEREAS, the anticipated start date of the towing contracts is April 14, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the City Manager's recommendation to consider the award of Non-

Exclusive Non-Consensual Franchise Towing Services contracts to the applicants listed in **Attachment B**, and gives notice of the public hearing on the applications, to be held at 5:30 p.m. on April 1, 2014 in City Council Chambers located in City Hall, at 1010 10th Street, Modesto, CA 95354, and directing the City Clerk to publish the notice of said hearing, all in accordance with Modesto Municipal Code Section 11-2.01 Et Seq.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

ATTACHMENT B

Non-Exclusive Non-Consensual Franchise Towing Services Applicants

1. A&R Tow, Modesto, California*
2. Anderson's Tow, Ceres, California*
3. Central Valley Tow, Ceres, California
4. Ceres Pro Tow, Ceres, California
5. Craig's Tow, Ceres, California
6. DBM Tow, Modesto, California
7. Dizney & Wise, Modesto, California*
8. E-Tow, Modesto, California
9. Four Star Recovery, Modesto, California*
10. Myers Towing, Modesto, California*
11. Ramont's Tow, Modesto, California
12. Scenic Tow, Modesto, California*
13. Stanislaus Tow, Modesto, California*
14. State Tow, Modesto, California
15. Tow One, Modesto, California*
16. WS Towing, Modesto, California*

*Indicates conditional approval pending Live Scan/Background

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-86

RESOLUTION APPROVING AN AGREEMENT WITH V&A CONSULTING ENGINEERS, INC. OF OAKLAND, CALIFORNIA FOR WASTEWATER FLOW MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED $248,000 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $24,800 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $272,800, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, wastewater flow monitoring services are essential to gathering flow data and understanding flow characteristics of Modesto's wastewater conveyance system to determine system capacities and conduct hydraulic modeling analysis, and

WHEREAS, this project supports the larger Wastewater Master Plan project currently out for proposals, and

WHEREAS, the purpose of this project is to provide current and accurate flow information for use by City staff and a future master plan consultant in developing the new Wastewater Master Plan, and

WHEREAS, the last flow monitoring effort was conducted in 2004 as part of the 2007 Wastewater Master Plan, and

WHEREAS, this will allow the City to not only collect current information on wastewater flow under various conditions, it will also compare this data with the 2004 data collected, and

WHEREAS, this data will be essential to updating the wastewater hydraulic model during the development of the Wastewater Master Plan, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, the Acting Director of Utility Planning and Projects

allowed an accelerate selection process because there are a very limited number of firms, none of which qualify as Local, that provide these specialized services, and

WHEREAS, the City received three proposals, and

WHEREAS, upon review of the proposals and interviews, V&A Consulting Engineers (V&A) was considered the most qualified to provide flow monitoring services for this project, and

WHEREAS, staff recommends an agreement with V&A , as the City does not have the staffing level or subject matter expertise to perform wastewater flow monitoring services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with V&A Consulting Engineers, Inc. of Oakland, California for wastewater flow monitoring services for an amount not to exceed $248,000 for the identified scope of services, plus $24,800 for additional services (if needed), for a maximum total amount of $272,800.

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 11th day of March, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-87

RESOLUTION ACCEPTING THE WORK BY ROLFE CONSTRUCTION, FOR THE "2012 SANITARY SEWER COLLECTION SYSTEM 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 $799,723

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the 2012 Sanitary Sewer Collection System Replacement Project has been completed by Rolfe Construction, in accordance with the contract agreement dated January 8, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that 2012 Sanitary Sewer Collection System Replacement Project is hereby accepted as complete from said contractor, Rolfe Construction, 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 $799,723 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 March, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-88

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 SPECIFIC PLAN AND PRECISE PLAN AREA NO. 15 TO ALLOW THE HILLGLEN PARKS 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, Florsheim Land Company has proposed an amendment to the Village One Specific Plan and Precise Plan Area No. 15 to allow the Hillglen Parks Subdivision, property located on the southeast corner of Caden Drive and Hillglen Avenue, 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 2013-29 ("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 February 19, 2014, 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 March 11, 2014, 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 Area No. 15 to allow the Hillglen Parks Subdivision, 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 11th day of March, 2014, 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, Interim City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2013-29

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2013-29

For the proposed:

Hillglen Parks Subdivision

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

December 6, 2013

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 Hillglen 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: Hillglen Parks Subdivision

B. Address or Location: East side of Caden Drive, south of Hillglen Drive

C. Applicant: Florsheim Land Company 1701 March Lane, Suite D Stockton, CA 95207

D. City Contact Person: David Wage

Project Manager: David Wage
Department: Community and Economic Development
Phone Number: (209) 577-5267
E-mail address: dwage@modestogov.com

E. Current General Plan Designation(s): Village Residential

F. Current Zoning Classification(s): Specific Plan

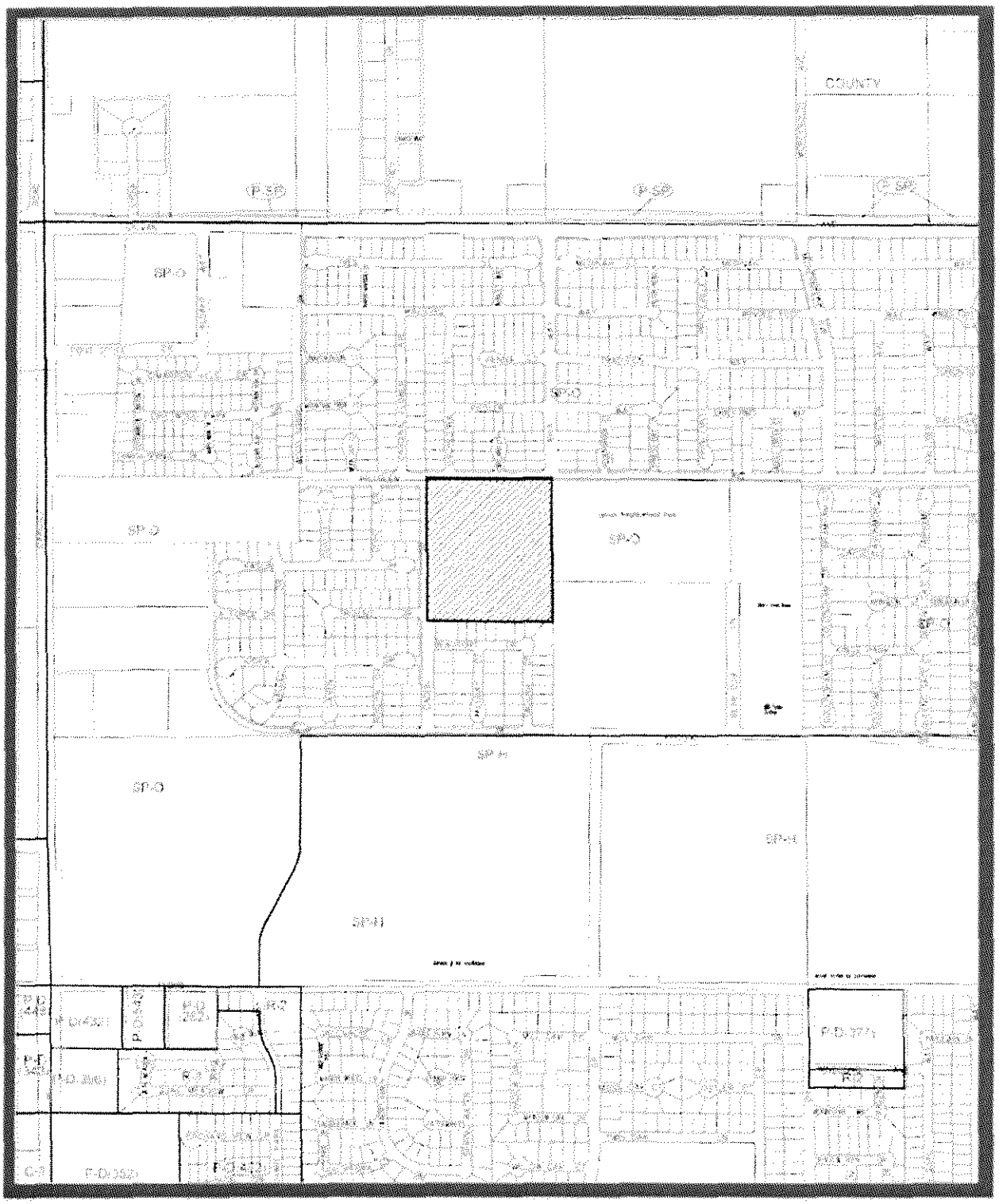
G. Surrounding Land Uses:

North:	Single-Family Residential
South:	Single-Family Residential
East:	Public Park and Middle School
West:	Single-Family Residential

H. Project Description, including the project type listed in Section II.C:

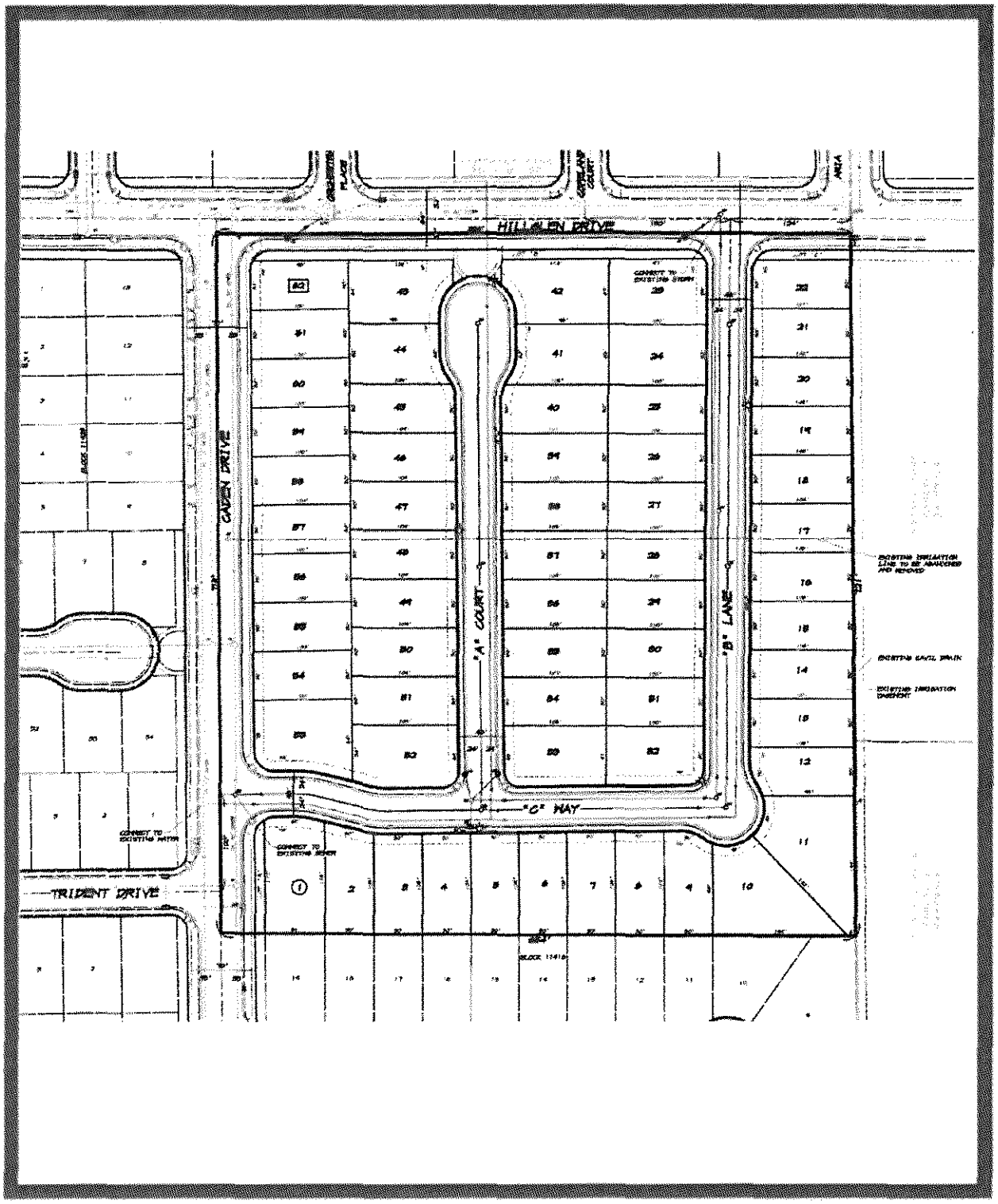
The project includes the development of a 62 lot single-family residential subdivision on a vacant 10 acre parcel located at the southeast corner of Caden Drive and Hillglen Drive. There are no structures on site. The entitlement includes an amendment to the Village One Specific Plan and Precise Plan 15 to redesignate the property from a school site to single-family residential. Sylvan School District has indicated they no longer need to site for a school and have no objections to the proposed development. Internal streets and utilities will be constructed to serve the proposed subdivision. In addition, Caden Drive and Hillglen Drive will be improved from partial width streets to the ultimate widths.

I. Other Public Agencies Whose Approval is Required:
None.



North

AREA MAP OF PROPOSED SPECIFIC PLAN AMENDMENT,
PRECISE PLAN AMENDMENT, & VESTING TENTATIVE SUBDIVISION MAP
SPA-13-001, PPA-13-001 & TSM-13-001
HILLGLEN AVENUE & CADEN DRIVE



North

PROPOSED VESTING TENTATIVE SUBDIVISION MAP
VTSM-13-001
HILLGLEN AVENUE & CADEN DRIVE

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.

[illegible]	Associate Planner	1/13/14
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 as an elementary school per the Village One Specific Plan. The proposed change to allow a 62 lot subdivision will not result in an increase 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 with the Municipal Code.

(6) The proposed project has been reviewed by Traffic, Planning and Transit staff and 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.

MEIR AQ-20
To be consistent with the SJVAPCD's Air Quality Guidelines for General Plans, the City of Modesto should determine air quality impacts using analysis methods and significance thresholds recommended by the SJVAPCD. (General Plan Policy VII-H.2 [n])

MEIR AQ-26
Review of new development shall be coordinated with SJVAPCD's staff to ensure all projects subject to the SJVAPCD rule 9510 (Indirect Source Review) comply fully with the rule. This rule fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features and onsite approval for a development project, or any portion thereof, which upon full buildout will include any of the following:

- 50 residential units
- 2,000 square feet of commercial space
- 25,000 square feet of light industrial space
- 100,000 square feet of heavy industrial space
- 20,000 square feet of medical office space
- 39,000 square feet of general office space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of recreational space
- 9,000 square feet of space not identified above. (General Plan Policy VII-H.2[u])

MEIR 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 the use.

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

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 proposed project includes the development of vacant land and future development of 62 lot subdivision on approximately 10 acres of land. Air pollution emissions associated with the proposed project would result from construction activities and increased 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 aproval. 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 is surrounded on three sides with land that is developed with residential uses.. The land uses proposed are not in themselves significant contributors to air pollution levels. The primary source of air pollution associated with the development would be traffic related. Since the traffic impacts do not result in a significant impact, there are no traffic-related air quality impacts. The PM10 emissions created through construction activities will be mitigated as called for by the MEIR with the mitigation measure 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 mitigation measure 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:

(1-4) The proposed residential uses are not expected to generate a significant amount of noise. There will be construction noise associated with the project including heavy equipment. Noise mitigation measure N-3 called for by the General Plan for projects within the baseline developed area has been incorporated and will mitigation construction related noise 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 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-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

	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. It is an infill project proposed within the urbanized area of the City. The site is currently vacant and no agricultural land will be converted for the development of the proposed projects.

(2) The project is within the Baseline-Developed area of the City and therefore will not result in the development of land outside the 2008 planning area boundaries.

(3) The project site is not zoned for agriculture nor is it under 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 urban 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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 determined 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 is consistent with the wastewater policies in the General Plan, including Policy V.D.2a, which requires the City to maintain the standards for effluent and biosolids from its wastewater treatment plants as established by the Central Valley Regional Water Quality Control Board, in compliance with the Federal Clean Water Act and the State Porter-Cologne Act. Wastewater for the project will be treated at the City's primary and secondary wastewater treatment plants and discharged into the San Joaquin River. The existing wastewater plants have adequate capacity to serve the project.

(2-3) The project was review by Land Development Engineering Staff who determined there is sufficient capacity in the City's wastewater collection system. The wastewater is ultimately treated at the City's Primary and Secondary treatment plant. According to the Wastewater Master Plan, recent improvements to the Primary and Secondary Plant have resulted in adequate treatment capacity to accommodate the City's anticipated growth through 2030. There is sufficient treatment capacity to serve the project in addition to existing demands.

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:

Master EIR Mitigation Measure SWPH-13 (Table V-7-1-(J)): Implementation of formal CDFG guidelines[1] to avoid and minimize impacts to Burrowing Owls will mitigate potential impacts to Burrowing Owls to a less than significant level. 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:

[1] Staff Report on Burrowing Owl mitigation, California Department of Fish and Game (Wildlife), Sacramento, CA

	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&2) Portions of the Village One Specific Plan were known foraging habitat for Swainson's Hawks, a state-listed threatened species. In 2003 a habitat survey for Swainson's Hawk was completed for a portion of the Specific Plan that included Precise Plan Area 15. The study concludes that the quality of the foraging is low and loss of the area to development will not result in a significant impact and additional mitigation is not necessary.[2] There have been changes to the physical characteristics of the surrounding property since the habitat survey was completed in 2003. The surrounding area has further developed with urban uses thereby degrading the area as foraging habitat for the reasons described on

[2] Walter Tordoff, Ph.D. Swainson's Hawk Foraging Habitat Survey Village One, July 25, 2003

page 3 of the attached habitat survey. Development of the site will not significantly impact Swainson's Hawk foraging habitat.

Burrowing owls are listed in the General Plan Master EIR as a Special Status Wildlife Species. Burrowing owl nests have been identified in a storm-drain basin at the northeast corner of Bear Cub Lane and Kodiak Drive. In 2013, the owls were passively relocated in accordance with Department of Fish and Wildlife Guidelines from the storm-drain basin to complete needed improvements to the basin. The owls were subsequently seen on the project site, which is approximately 1000 feet to the northwest from the storm-drain basin.

If Burrowing Owls are present on the project site, or adjacent to the site, at the time of construction, disturbance could destroy occupied burrows. Construction during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise 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 reductions in the number of this species within Stanislaus County, directly or indirectly through nest abandonment or reproductive suppression, is considered a significant impact by the Department of Fish and Wildlife. Furthermore, 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 following mitigation measure would reduce the potential impact on this species to a less-than-significant level.

Mitigation Measure SWPH-13 (Table V-7-1-(J)): Implementation of formal CDFG guidelines[3] 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.

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[3] Staff Report on Burrowing Owl mitigation, California Department of Fish and Game (Wildlife), Sacramento, CA

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.

(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. The movement of fish or birds or other wildlife would not be significantly affected by the project.

(5) There is no conflict with any local policies or ordinances protecting biological resources.

(6) There is no 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 listed in MEIR 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
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) There are no existing structures on the project site.

(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 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.	☐	☐	☐	☒
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:

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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 project is consistent with the flooding and water quality policies in the General Plan.

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

(3) The project is not located within a 100-year flood plain and is limited to commercial uses.

(4) The project is not located within a 100-year flood plain.

(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 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.

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

	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 as a school.

(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 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. The site was previously anticipated to be developed as an

elementary school by the Sylvan School District; however, it was determined the by the District that the school site was not needed.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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, and no indication was given that there would be a problem serving this project.

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 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				
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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 area to the north and west and south is developed with residential uses. There is an existing park to east. 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:

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

MEIR 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:

Mitigation Measure 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:

MEIR 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:

MEIR 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:

N/A

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/

Attachment A
Swainson's Hawk Foraging Habitat Survey
Village One
July 25, 2003

SWAINSON'S HAWK FORAGING HABITAT SURVEY
VILLAGE ONE

Precise Plan Areas 2, 15, 16, and 17

Prepared for:

ASSOCIATED ENGINEERING GROUP, INC.
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Prepared by:

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July 25, 2003

INTRODUCTION

Swainson's Hawk, *Buteo swainsoni*, is a species of large hawk which nests in the Central Valley of California. It is a California state listed threatened species and thus it is protected, as is its nesting and foraging habitat. The large Village One development in Modesto, California has been divided into 35 "Precise Plan Areas". An earlier study had identified, in general terms, possible Swainson's Hawk foraging habitat within this development. This study was undertaken to assess the foraging habitat for Swainson's Hawk in four of the Precise Plan Areas (2, 15, 16, and 17). Swainson's Hawks forage for food in a prescribed manner. As is typical of a number of other large hawks, they forage during the daylight hours by soaring high above the ground and watching for suitable prey (mostly small mammals such as mice and ground squirrels, but also large insects like grasshoppers). Once prey is spotted the bird dives to the ground to capture it. Thus suitable foraging habitat must be relatively clear of high vegetation for two reasons: to allow the hawk to see the prey; and to allow the hawk to swoop down upon it without hitting branches or other high vegetation. Thus, open fields and low growing croplands are suitable but orchards, vineyards, and tall crops (mature corn) are not. Corn fields thus present different situations at different stages. Until the corn plants exceed a certain height (1-2 feet) the fields are suitable for foraging. Taller than that, they are not, but once cut down, they are suitable again. Since the Swainson's Hawk is only present in the Central Valley during Spring and Summer and nesting occurs predominantly from April through July, it is the condition of the fields at that time which is most important.

QUALIFICATIONS

My Curriculum Vita (resume) is attached. In summary, I have a Ph.D. in Zoology with over 30 years of university teaching experience in ecology and ornithology and appropriate research experience in each including conducting numerous wildlife surveys in Stanislaus County. I am also an ardent bird watcher who has spent many hours observing Swainson's Hawks both in California and throughout its range in the United States.

FIELD WORK

I visited the area on July 21 and 25, 2003 to both assess Swainson's Hawk foraging habitat and to determine the extent of that habitat individually, as well as collectively, in each of the four Precise Plan Areas.

DESCRIPTION OF THE AREA(S)

The four Precise Plan Areas are located at the western end of Village One, areas 2 and 17ordering Oakdale Road to the west and extending from Sylvan Avenue on the north (area2) to Floyd Avenue on the south (area 17). Areas 16 and 15 continue east from the eastern edge of areas 2 and 17 to the eastern boundary of Ustach Middle School, occupying approximately the middle third of the land between Sylvan and Floyd

Avenues. Table 1 indicates the acreage of each of the areas, the amount of acreage which is Swainson's Hawk foraging habitat, and the proportion of the area which is Swainson's Hawk foraging habitat. Overall, the four Precise Plan Areas include just over 176 acres of which about 116 acres (66%) is potential Swainson's Hawk foraging habitat. Below, I will discuss the specifics of each of the areas, including the apparent "quality" of the foraging habitat.

Table 1 - Total Acreage and Swainson's Hawk Foraging Habitat for Precise Plan Areas 2, 15, 16, and 17

Precise Plan Area	Total Acreage	Foraging Acreage*	% Foraging Acreage
2	45.8	23.6	52%
15	46.6	26.6	57%
16	33.5	28.2	84%
17	50.3	37.8	75%
Total	176.2	116.2	66%

* Foraging acreage includes fallow fields and low crop growth.

Precise Plan Area 2

This area contains the least amount of foraging acreage. The non-foraging areas include a block of commercial establishments at the corner of Sylvan Avenue and Oakdale Road, house lots further east along Sylvan Avenue and south along Oakdale Road, and a small vineyard (@3.3 acres) on Oakdale Road. All of the foraging area is fallow land at the present time with low scrubby grasses.

Precise Plan Area 15

This area has the next least amount of foraging acreage, due mainly to the presence of Ustach Middle School (@15.5 acres), but there is also a vineyard (@4.3 acres) to the west of the school. The potential foraging habitat includes the area to the north of the school (@6 acres) which is currently being developed as a city park. The rest of the area is currently planted in corn with the area north of the vineyard about 2 ½ feet tall (@13 acres) and that to the south of the vineyard about 6 inches tall (@ 13 acres).

Precise Plan Area 16

Just to the west of area 15, this is the only one of the four areas that does not have any human development at the present time. It is entirely agricultural with a vineyard (@5.3 acres) being the only non foraging habitat, and the rest of the land planted in corn.

Precise Plan Area 17

The northern portion of this parcel is developed as a house, outbuildings, yard, and garden (@12.5 acres). The rest of the land is recently disked fallow cropland which is Swainson's Hawk foraging habitat.

ASSESSMENT OF THE SWAINSON'S HAWK FORAGING HABITAT

Simply presenting the numbers above does not give an adequate picture of the value of this land as foraging habitat for the Swainson's Hawk. On the one hand, I have seen Swainson's Hawks in the vicinity of this land engaged in foraging behavior in the past so this land has probably been used. On the other hand, I would assess the quality of this land as Swainson's Hawk foraging habitat as low for the following reasons.

First, the preferred food of this hawk is small mammals, the predominant one in this area being the California ground squirrel. This species is present in these areas in low numbers but only on higher ground (such as the dirt track running from Hillglen Avenue south on the west side of Ustach Middle School to the south end of the school and then turning east as the southern boundary of areas 15 and 16) because their burrows are destroyed in the lower areas that are plowed and flood irrigated. In less intensively cultivated areas, ground squirrels occur at much higher densities.

Second, since this land is surrounded by urban areas including housing developments, schools, and commercial establishments with a lot of automobile traffic on the roads and people walking through the area, the hawks are much more likely to be disturbed while foraging and feeding which may drastically reduce the foraging efficiency for the species. Such reductions in foraging efficiency have been shown to result in nest failure or nest abandonment by the parents.

Finally, the close proximity to many humans and their activities establishes the possibility of inadvertent poisoning of the hawks if people are intentionally or even unintentionally introducing toxic substances into the food chain. Poisons put out for rats, mice, and squirrels have been shown to be ingested by raptors causing illness, sterility, and/or death (this was one of the major causes of the decline in California condors in the 1980's). Substances like antifreeze, while not meant to kill anything, may also be ingested by the hawks be fatal.

Thus, in summary, although almost two-thirds of the acreage of these four Precise Plan Areas is technically foraging habitat for the Swainson's Hawk at one time or another, the quality of this foraging habitat is so low that its loss to the hawks will have no significant impact on the species' population. I do not think that mitigation is called for.

Sincerely,

Walter Tordoff, Ph.D.
Professor Emeritus of Biology

Curriculum Vitae attached

CURRICULUM VITAE

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Professional Expertise

Ecology, Ornithology, Herpetology, Vertebrate Ecology, Population Biology, Evolution, Genetics.

Academic Degrees

Ph.D. - Colorado State University, Fort Collins. 1971. Major: Zoology. Area of specialization: Vertebrate Ecology. Dissertation: Environmental factors affecting gene frequencies in montane populations of the chorus frog, *Pseudacris triseriata.*

M.S. - Colorado State University, Fort Collins. 1967. Major: Zoology. Area of specialization: Vertebrate Population Genetics. Thesis: Microgeographic variation in gene frequencies in the chorus frog.

B.A. - University of Massachusetts, Amherst. 1965. Major: Zoology

Professional Experience

Professor Emeritus of Biology, Department of Biological Sciences, California State University, Stanislaus, 2001 to present.

Professor of Biology, Department of Biological Sciences, California State University, Stanislaus, 1981-2001. Department Chairman 1981-1990.

Associate Professor of Biology, Department of Biological Sciences, California State College, Stanislaus, 1975-1981.

Assistant Professor of Biology, Department of Biological Sciences, California State College, Stanislaus, 1970-1975.

Papers Presented or Published

1971. Tordoff, W. III, and David Pettus. Amphibians and Reptiles of North-central Colorado. Chapter 7 In: C.L. Mahoney (ed.). Manual for Natural Resource Ecology. College of Forestry and Natural Resources. Colorado State University, Fort Collins.

1976. Tordoff, W. III, D. Pettus, and T.C. Matthews. Microgeographic variation in gene frequencies in *Pseudacris triseriata* (Amphibia, Anura, Hylidae). Journal of Herpetology 10:35-40.

1977. Tordoff, W. III, and D. Pettus. Temporal stability of phenotypic frequencies in *Pseudacris triseriata* (Amphibia, Anura, Hylidae). Journal of Herpetology 11:161-168.

1980. Tordoff, W. III. Selective predation of gray jays, *Perisoreus canadenis*, upon boreal chorus frogs, *Pseudacris triseriata*. Evolution 34:1004-1008.

1981. Tordoff, W. III. Population and habitat surveys of the limestone salamander in Mariposa County. Presented at the annual meeting of the Western Section of the Wildlife Society, San Luis Obispo, CA.

1987a. Tordoff, W. III. Population biology of the limestone salamander, *Hydromantes brunus* (Caudata, Plethodontidae). Presented at "Endangered and Sensitive Species of the San Joaquin Valley, California" conference, Dec. CSU. Bakersfield.

1987b. Tordoff, W. III. Habitat requirements of the limestone salamander, *Hydromantes brunus* (Caudata, Plethodontidae). Presented at "Endangered and Sensitive Species of the San Joaquin Valley, California" conference, Dec. CSU, Bakersfield.

1990. Tordoff, W. III., D. Germano, and D.F. Williams. The status of the blunt-nosed leopard lizard on the Elkhorn Plain Ecological Reserve. Presented at Southern California Academy of Sciences annual meeting, CSU, Dominguez Hills.

1994. Germano, D.G., D.F. Williams, and W. Tordoff, III. Effect of drought on blunt-nosed leopard lizards (*Gambelia sila*). Northwestern Naturalist, 75:11-19.

Papers Presented or Published (continued)

1997. Williams, D.F., W. Tordoff, III, and D. Germano. Evaluation of methods for permanently marking kangaroo rats (*Dipodomys*: Heteromyidae). Spec. Pub. Museum Southwestern Biology 3:259-271.

Wildlife Surveys Completed

1981. Tordoff, W. III. Population and habitat survey of the limestone salamander in Mariposa County. Prepared for the Bureau of Land Management, Folsom, CA Office.

1986a. Williams, D. F., and W. Tordoff III. Martin Ranch endangered wildlife survey. Calif. Dept. Parks and Recreation, Sacramento. 22pp.

1986b. Williams, D.F., and W. Tordoff III. Kettleman Hills wildlife survey. California Dept. General Services, FP6-3100.23, 14 pp.

1987. Tordoff, W. III, and D.F. Williams. San Joaquin Valley conveyance project presurvey wildlife assessment. J.M. Montgomery consulting engineers, Inc. Walnut Creek, California, 25 pp.

1988. Williams, D.F., and W. Tordoff III. Operations and maintenance schedule: Elkhorn Plain Ecological Reserve, San Luis Obispo County, California. California Dept. Fish and Game, Nongame Heritage Program, Sacramento, Final Report, 71pp.

1988. Williams, D.F., W. Tordoff III, and J.H. Harris. San Joaquin antelope squirrel (*Ammospermophilis nelsoni*) study - 1988. California Dept. Fish and Game, Wildlife Management Division., Endangered Species Wildlife Program, Contract Final Report, 62 pp.

1989. Williams, D.F., D. Germano, and W. Tordoff III. Effects of livestock grazing on an endangered community dominated by giant kangaroo rats (*Dipodomys ingens*). Pp 1-32 In: Endangered Species Study – 1989 (D.F. Williams *et. al.*). California Dept. Fish and Game., Sacramento, FG-8391, 83 pp.

1990. Williams, D.F., D.G. Germano, and W. Tordoff, III. Endangered species study – 1990: Effect of livestock grazing on an endangered species community dominated by giant kangaroo rats (*Dipodomys ingens*). California Dept. Fish and Game., Sacramento.

1998a. Tordoff, W., Wildlife survey for proposed Connor Estates peninsula. Mid-Valley Engineering.

Wildlife Surveys Completed (continued)

1998b. Tordoff, W., Wildlife Survey - A.P.N. 75-11-24. Hayes Development, Inc.

1998c. Tordoff, W., Wildlife Survey - A.P.N. 75-11-27. Groen/Winters Group.

1998d. Tordoff, W. Wildlife Survey - Crossroads Community Development - South of Morrill Rd., A.P.N. 75-13-07 and 75-13-08. Groen/Winters Group.

1999. Tordoff, W. Wildlife Survey - Crossroads Community Development - South of Morrill Rd., A.P.N. 75-13-01, 75-13-02, and 75-13-03. Robert Braden Consulting.

2001a. Tordoff, W. Wildlife Survey - A.P.N. 75-13-04, A.P.N. 75-13-16, A.P.N. 75-13-17, & A.P.N. 75-14-02 East of Oakdale Rd. Mid-valley Engineering.

2001b. Tordoff, W. Wildlife Survey - A.P.N. 75-13-15 & A.P.N. 75-14-22 along Roselle Rd. Bright Development.

2001c. Tordoff, W. Wildlife Survey - A.P.N. 75-14-21, Glow Rd., Bennett Development, Inc.

2001d. Tordoff, W. Wildlife Survey - A.P.N. 75-14-10, A.P.N. 75-14-14, & A.P.N. 75-14-15, along Glow Rd., Mid-Valley Engineering.

2002. Tordoff, W. City of Riverbank, California. Jacob Myers Trail Project - Biological Assessment and Habitat Restoration Component. Planning Partners, Elk Grove, CA.

2002b. Tordoff, W. Preconstruction Burrowing Owl Survey - A.P.N's 75-13-04, 75-13-15, 75-13-16, 75-13-17, 75-14-02, 75-14-10, 75-14-14, 75-14-15, 75-14,21, &75-14-22. Mid-Valley Engineering.

2002c. Tordoff, W. Biological Assessment - Riverbank Wastewater Plant Percolation Pond Expansion Project APN 2470250-20 (San Joaquin County) and Reinforcement of North Dike of Existing Plant Project A.P.N's 240-250-04 & 247-260-02. Planning Partners, Elk Grove, CA.

2003a. Tordoff, W. Biological Assessment - Charles Street Improvements - CML-5411(004). City of Hughson, California.

2003b. Tordoff, W. Wetlands Delineation Study - APN 75-14-04. Browman Development Company, Inc., Oakland, CA.

Wildlife Surveys Completed (continued)

2003c. Tordoff, W. Wetlands/Wildlife Survey - Hughes' Riverbank Annexation. Benchmark Engineering, Oakdale, CA

2003d. Tordoff, W. Vernal Pool Survey - Galas Property. Russell A. Newman, P.L.C., Modesto, CA

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-89

RESOLUTION APPROVING SPECIFIC PLAN AMENDMENT NO. 23 TO THE VILLAGE ONE SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION FROM ELEMENTARY SCHOOL TO VILLAGE RESIDENTIAL TO FACILITATE DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL SUBDIVISION IN PRECISE PLAN AREA NO. 15, PROPERTY LOCATED AT THE SOUTHEAST CORNER OF CADEN DRIVE AND HILLGLEN AVENUE. (FLORSHEIM LAND DEVELOPMENT 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, Florsheim Land Company has filed an application to amend the Village One Specific Plan and Precise Plan Area No. 15 to change the land use designation for a vacant ten acre property from an elementary schools site to Village Residential to allow a 62 lot single family residential subdivision, property located at the southeast corner of Caden Drive and Hillglen Avenue, and

WHEREAS, on August 17, 2010, Sylvan Union School District Board determined the site was not needed based on actual enrollment with the build-out of the Village One Specific Plan Area and passed a motion to abandon plans to construct an elementary school on the subject property, and

WHEREAS, on October 28, 2013, 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 January 27, 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. 2014-02, recommended to the City Council approval of an amendment to the Village One Specific Plan to change the land use designation from Elementary School to Village Residential to facilitate development of a single family residential subdivision in Precise Plan Area No. 15, property located at the southeast corner of Caden Drive and Hillglen Avenue, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on March 11, 2014, 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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines that the proposed Amendment No. 23 to change the land use designation from Elementary School to Village Residential to facilitate development of a single family residential subdivision in Precise Plan Area No. 15, property located at the southeast corner of Caden Drive and Hillglen Avenue, is consistent with the Modesto Urban Area General Plan, which designated the site as Village Residential and allows for a mixture of uses, including single-family residential.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Village One Specific Plan is hereby amended to revise the land use designation from Elementary School to Village Residential, property located at the southeast corner of Caden Drive and Hillglen Avenue 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.

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 March 11, 2014, 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 11th day of March, 2014, 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, Interim City Attorney

Exhibit A

Proposed Amendment to the Village One Specific Plan

OCT 2 5
City of Tracy
Planning Department

VILLAGE ONE SPECIFIC PLAN AMENDMENTS

October 25, 2013

Amendments to: Pages

Chapter II 20-23

Chapter III 38-39

1. Comcast is the cable television provider for the area and does not anticipate significant problems in serving the area. The cost of providing service is typically passed to the consumer via initial hookup and monthly charges.

2. Pacific Gas and Electric will provide natural gas for the area. Currently, major natural gas facilities consist of an eight-inch high-pressure main located in Claus Road. Gas lines of lesser diameter are located in Oakdale Road.

c) Facilities Master Plan

Chapter IV presents the requirements for a Facilities Master Plan to implement the above Design Principles.

E. Schools

1. Overview

This section responds to the "Other Essential Facilities" requirements of Section 65451(a)(2) of the Government Code. Table II-2 presents supporting data for the need for school facilities, as explained below.

The need for schools is a function of the expected school-age population. Typically, the lower density housing types produce the greater number of school-age children. At the time of adoption of the Village One Specific Plan, ~~I~~it ~~is~~was assumed student generation in Village One ~~will~~would create the need for three new elementary schools, two middle schools, and less than one high school. ~~These will be accommodated on-site and an additional middle school, Betty Ustach Middle School, has been built within Village One to serve existing developed areas. In addition, the Sylvan School District is pursuing the acquisition of an elementary school site in the southeastern residential neighborhood.~~

After exploring alternative sites with the City and the Sylvan and Modesto School Districts, four sites were selected as campuses to serve Village One. These school sites are central to the design and organization of the entire community. They contribute to the location of multi-family sites and are geographically central to best serve the residential population. The careful siting of these facilities requires that they be implemented as shown in the Specific Plan.

Actual student generation from the area allowed the Sylvan School District to determine in 2010 that the elementary school site in Precise Plan Area 15, adjacent to Ustach Middle School, was no longer needed. This property then reverted to its underlying R-1 Single Family Residential zoning, and became

available for development. The other planned schools sites and schools have all been acquired and constructed as of 2013.

2. Location and Design Policies

(a) The Village One Specific Plan provides for the development of new schools, that are geographically centered within an appropriate walking radius of new homes.

As in most growing communities in California today, Modesto is faced with the need to provide many new schools to serve its projected population. However, the development of schools has not kept pace with growth in the community. In a family-oriented place, such as Modesto, schools are important not only in providing for the educational needs of the school-age population, but also in providing a focus of social and community activities. To reinforce the important role that schools play in the community and to make them easily accessible from surrounding homes, they should be centrally located within each of the three residential neighborhoods.

(b) The Village One Specific Plan provides sites for ~~three~~two new elementary (K-5) schools, two new middle schools, and one new high school.

Based on Village One's projected school-age population~~, three~~, two elementary schools will be needed. In addition, two middle schools will be provided one of which is planned to serve the local needs of the Village, and the other to serve existing needs in other parts of the City. Development of Village One is not expected to generate enough students to require an entirely new high school, although one is planned to the north of Sylvan Avenue and to the east of existing ranchettes. This campus is intended to accommodate Village One and future students residing in the future village to the north.

(c) The City shall encourage the Modesto and Sylvan School Districts to develop joint campuses on specific sites and utilize the schools as organizing elements within the community.

The elementary and middle schools are all planned as joint campuses with year-round attendance, sharing sites for a more efficient utilization of facilities and limited land. Three such campuses are planned, and are provided in locations that are centrally located within each of the three residential neighborhoods (see Figures II-1 and II-24). ~~Two~~One will combine elementary/middle school facilities, and the ~~last~~ other two (located in the north-eastern and north-western districts of the site) will include one elementary school or middle school ~~in one location~~. These schools are linked to one another by a looping road. In addition, the high school is located at the juncture of two villages, (Village One, and a new village to the north), to create a strong connection between the two communities and to better serve both within a campus capable of accommodating 3,500 students.

(d) The Village One Specific Plan shall establish buffers from existing agricultural areas surrounding the proposed High School site to the north of Sylvan Avenue.

The proposed high school and community park to the north of Sylvan Avenue will be surrounded by a rural/agricultural area. The proximity of these uses to agricultural land could result in potential vandalism of farm crops, as well as the spraying of agricultural chemicals and generation of dust by farm equipment working the land. It is therefore recommended that prior to the development of the proposed high school/community park, the City of Modesto and/or the Modesto School district shall acquire a buffer area on the site, or off-site, with a width of at least 350 feet. In additional, Section 11501.1, Division 6 of the State Food and Agricultural Code prohibits agricultural pesticide spraying and other chemical use within 350 feet of any school or park uses, in order to protect the health of the high school students and park users.

F. Parks

1. Overview

This section responds to the "Essential Facilities" requirement of Section 65451(a)(2) of the Government Code.

The need for specific park facilities is determined on the basis of population standards, and the City has adopted a standard of three acres per 1,000 population, which is consistent with the National Recreation and Park Association (NRPA) standards for community and neighborhood parks; it is also consistent with the minimum required under the State standards contained in the Government Code (Quimby Act). With roughly 20,000 new residents in Village One, 60 acres of new community and neighborhood parks would be required. (See Table II-3)

Consistent with adopted City policy, the neighborhood and community parks are shown adjacent to proposed school facilities in order to take better advantage of joint-use possibilities. Soccer and softball fields are shared to provide schools with expanded grounds during school hours, and to provide the community with augmented park space when school is not in session. However, while these provide the facilities for certain active sports, they do not address the wide range of recreational activities within a community, such as linear sports (jogging, walking and bike riding), passive sports (sitting, people watching), and socializing, and specialized activities specific to a particular age or interest group. These different types of parks and open spaces not only help to differentiate the constituent neighborhoods within the Village, but they also help to provide additional open space needed to serve a higher density residential community. Further, as schools increasingly expand their school year, the need for additional parks also increases.

2. Location and Design Policies

(a) The Village One Specific Plan provides for neighborhood and community parks adjacent to planned schools. Figures II-29 and II-30 illustrate compliance with this policy.

Precise Plan Area #15
(Figure III-16)

1. Acreage: 41.9 Acres (of which 0.0 Acres are devoted to noise setback area)

2. Land Use Intensity

a.	Village Residential	~~10.0~~20.0 Acres
b.	Ustach Middle School	14.9 Acres
c.	~~Elementary School~~	~~10.0 Acres~~
~~d.~~	Neighborhood Park	7.0 Acres

3. Special Considerations

The Precise Plan shall incorporate the following policies:

a. The Village Residential, Middle School, Elementary School, and Neighborhood Park may be located in any configuration in this Precise Plan area. However, all ~~four~~three facilities should be designed to be compatible with each other.

1. The average number of dwelling units in the Village Residential area is ~~50~~110.

b. A Master Plan for the school and /or Neighborhood Park shall suffice as the Precise Plan. Figure II-29 presents a conceptual facility layout, which is not binding, but illustrates a comprehensive design approach.

c. The Master Plan shall provide pedestrian access to the surrounding Precise Plan areas.

d. The Master Plan shall illustrate the relationship of the school/park facilities to the Storm Drainage Basin at the northwest corner of Precise Plan Area #14.

e. The Master Plan shall illustrate how pedestrian access will be provided to open space areas from the multi-family site in Precise Plan Area #18 consistent with Section II(G)(12)(h) in Chapter II.

f. The School District and City should work together to provide a pedestrian trail through the site that is a continuation of Kodiak Drive in order to provide more direct access to the Village Center from Precise Plan Areas 2, 3, and 16.

g. Aria Way and Lincoln Oak Drive shall tee into Kodiak Drive, and Hillglen Avenue (see map III-I). There should be a visual focal point at the terminus of these intersections.

4. Principal Underlying Zone(s)

   a. R-1, Low-Density Residential

   b. Aria Way and Lincoln Oak Drive shall tee into Kodiak Drive, and Hillglen Avenue (see map III-I). There should be a visual focal point at the terminus of these intersections.

5. Principal Underlying Zone(s)

   a. Sub-Area "A", R-1, Single-Family Residential.

   b. Sub-Area "B", R-1, Single-Family Residential.

   c. Sub-Area "C", R-1, Single-Family Residential.

   ~~d. Sub-Area "D", R-1, Single-Family Residential.~~

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-90

RESOLUTION ESTABLISHING PASSENGER FARES FOR ALL MODESTO AREA EXPRESS (MAX) AND MODESTO AREA DIAL-A-RIDE (MADAR) SERVICES EFFECTIVE JULY 6, 2014, AND RESCINDING RESOLUTION NO. 2008-315

WHEREAS, passenger fares for Modesto Area Express (MAX) and Modesto Area Dial-A-Ride cover approximately 19% of the expenses to operate these services, and

WHEREAS, funding provided by the Transportation Development Act (TDA) covers approximately 56% of the revenue needed to operate the City's transit services (Modesto Area Express/MAX and Modesto Area Dial-A-Ride/MADAR), and

WHEREAS, effective FY 2015/16 the City's transit services are required to cover a minimum of 20% of their operating expenses from passenger fares to remain eligible to receive TDA funds, and

WHEREAS, a fare increase is needed to meet the 20% minimum, and

WHEREAS, the fare rates included in this resolution are projected to increase fare revenue by $478,480 in FY 2015/16 and cover approximately 20.5% of operating costs, and

WHEREAS, MAX and MADAR fares were last raised July 1, 2008 pursuant to Resolution No. 2008-315, and

WHEREAS, ON January 6, 2014, the Economic Development Committee reviewed and approved the staff recommendation to raise fares, and

WHEREAS, a duly noticed public hearing was held by the City Council on March 11, 2014, in the Tenth Street Place Chambers, located at 1010 Tenth Street, Modesto,

California, at which public hearing all interested persons were given an opportunity to be heard relative to the proposed fare increases,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the following fares are hereby established for passengers riding on MAX and MADAR:

MODESTO AREA EXPRESS Urban Service	
Cash Fares (one trip)	
Regular	$1.50
Student	$1.25
Senior/Disabled	$0.75
Day Pass (unlimited trips)	$3.25
Student Field Trip	$0.50
Monthly Passes (unlimited trips)	
Regular Monthly Pass	$49.00
Student Monthly Pass	$38.00
Senior/Disabled Monthly Pass	$24.00
Ticket Books (50 Tickets)	
Regular	$68.00
Student	$57.00
Senior/Disabled	$34.00
BART Express Commuter Service	
Monthly	$175.00
Beginning the 8th of the month	$140.00
Beginning the 15th of the month	$90.00
Beginning the 22nd of the month	$50.00
Half-Month Pass (1st – 15th ea Mo.)	$90.00
One-Way	$14.00
Round-Trip	$16.00
ACE Express Commuter Service	
Single Trip (No change proposed)	$3.00
20 Ride Ticket	$42.00
MODESTO AREA DIAL-A-RIDE	
Cash	$3.00
Ticket Book (10 Tickets)	$27.00

BE IT FURTHER RESOLVED that Resolution No. 2008-315 is hereby rescinded effective July 5, 2014.

BE IT FURTHER RESOLVED that this resolution shall go into effect on and after July 6, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-91

RESOLUTION OF SUPPORT FOR THE FINANCIAL EXPENDITURE PLAN IF A STANISLAUS COUNTY 2014 REGIONAL TRANSPORTATION TAX MEASURE IS APPROVED

WHEREAS, the City Council of the City of MODESTO, through its adopted General Plan and Visioning Policies and Goals, seeks to provide for the transportation and infrastructure needs of the City of MODESTO as well as those which join MODESTO to the Stanislaus County – wide region, and

WHEREAS, the City Council of the City of MODESTO having adopted a Street Master Plan, and a Capital Improvement Plan, has identified those specific transportation capital infrastructure needs within the City and its Sphere of Influence, and

WHEREAS, the City Council seeks to provide for such improvements in the most fiscally responsible manner for the residents of MODESTO by securing all available sources of funding, and

WHEREAS, there is clear evidence that 'self-help' jurisdictions that generate local funding are better able to secure federal and state grants to fund transportation improvements, and

WHEREAS, the proposed 2014 Regional Transportation Tax Measure Financial Expenditures Plan ("Expenditure Plan") will provide a source of funds that creates a self-help status for the City of MODESTO as well as the other jurisdictions in the Stanislaus County Region, and

WHEREAS, The City of MODESTO will benefit by receiving a proportionate share of the measure's funds for specified projects in accordance with the Expenditure

Plan, and residents of MODESTO will further benefit from improvements made to streets and roads in the Stanislaus County Region, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of MODESTO that in accordance with its established goals and objectives to provide, among other things, for better roads and safer streets, to support the long term wellbeing and economic benefits of the City of MODESTO, does hereby endorse and support the Expenditure Plan.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of March, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-92

A RESOLUTION MAKING CERTAIN FINDINGS CONCERNING MITIGATION MEASURES, MAKING FINDINGS CONCERNING ALTERNATIVES AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MODESTO CITY-COUNTY AIRPORT OBSTRUCTION MANAGEMENT PROJECT

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, the FAA previously identified airway obstructions in and around the Airport, 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, the City of Ceres and areas of unincorporated Stanislaus County, and

WHEREAS, City Council approved by Resolution 2012-443 that Environmental Science Associates (ESA) was the best consultant to perform the EIR, 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 August 20, 2013, the City held a public scoping meeting to receive public comments on the scope and content of the EIR, and

WHEREAS, on November 22, 2013, the City published and distributed a Draft EIR for the Modesto City-County Airport Obstruction Management Project (State

Clearinghouse Number 2013082036) ("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 January 6, 2014, and

WHEREAS, during the 45-day public comment period the City received four 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 Modesto City-County Airport Obstruction Management Project (State Clearinghouse Number 2013082036) ("FEIR") prepared pursuant to Section 15089 of the CEQA Guidelines, and

WHEREAS, on January 7, 2014, 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 239 trees within the project site boundaries, 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 Modesto City-County Obstruction Management Project (SCH No. 2013082036) 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 Mitigation Monitoring and Reporting Program for the Modesto City-County Airport Obstruction Management Project is **attached** to this resolution as **Exhibit** "B" and is incorporated and adopted as part of this resolution herein. 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 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

5. 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

6. 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 Modesto City-County Airport Obstruction Management Project (SCH No. 2013082036), 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 11th day of March, 2014, 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, Interim City Attorney

Exhibit "A"

FINDINGS & STATEMENTS ON THE MODESTO CITY-COUNTY AIRPORT (MOD) OBSTRUCTION MANAGEMENT PROJECT EIR

SECTION I

INTRODUCTION

A. Project Description

Several trees, including oaks and other native species, grow in the vicinity of the Airport runways. 239 trees, 88 native and 151 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 within the jurisdictions of the City of Modesto, the City of Ceres and areas of unincorporated Stanislaus County. 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.

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)**

   - Aesthetics (all)
   - 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)

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. Aesthetics

1. **Adverse Effect on a Scenic Vista (Impact 3.1-1):** The Proposed Project is located in an urban environment that contains scenic qualities such as the Tuolumne River. The Proposed Project would only remove a small number of trees along the bank of the Tuolumne River, therefore, the overall impact to this scenic resource is considered less than significant. [Draft EIR p. 3-4]

2. **Degrade Existing Visual Character or Quality of the Site (Impact 3.1-2):** The majority of trees that are currently located in the project site would remain; thus overall visual quality of the more urbanized portions of the study area would remain intact. Similarly, given that only a small number of trees located along the Tuolumne River may require removal, the Proposed Project would not substantially degrade the visual quality of that portion of the project site. Therefore, potential impacts related to the degradation of the existing visual character and qualities of the project site are considered less than significant. [Draft EIR p. 3-5]

3. **Substantial Cumulative Impact to an Aesthetic Resources or the Visual Quality of the Site (Impact 3.1-3):** The Proposed Project is determined to have a less-than-significant affect on the visual quality of the urban/suburban areas of the project site, as well as on the visual quality of the Tuolumne River. When considered in conjunction of other future tree trimming projects, including on proposed within the Tuolumne River Regional Park, which has a viewer group relatively distinct from the Proposed Project's, cumulative impacts to aesthetic resources or the visual quality of the project site are considered less than significant. [Draft EIR p. 3-6]

B. <u>Air Quality</u>

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. 3-20]

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. 3-22]

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 (1 to 2 weeks) over the 70 year health risk assessment period. The use of equipment would be temporary and episodic, affecting only a few nearby receptors for a limited period of time. 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. 3-22]

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. 3-23]

C. 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. Overall, impacts to wetlands and other waters of the U.S. are considered less than significant. [Draft EIR p. 3-71]

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 impeded the use of native wildlife nursery sites. Therefore, impacts to wildlife or fish movement or migration are considered less than significant. [Draft EIR p. 3-72]

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. 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. 3-72]

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. 3-72]

D. <u>Cultural Resources</u>

1. **Adverse Change in the Significance of a Historical Resource (Impact 3.4-1):** Field reconnaissance identified three historic period cultural resources potentially impacted by activities associated with the Proposed Project. These resources included MOD-1 (historic period ditch), MOD-2 (steel tanks), and Mitchell Road Bridge. At this time, only the Mitchell Road Bridge (38C-44) has been evaluated for potential eligibility for the National Register, and Caltrans previously recommended the bridge as not eligible. As currently designed, the Proposed Project would have no impact on MOD-1 or MOD-2, and would result in no impact to historical resources under CEQA. No additional mitigation or analysis is required. [Draft EIR p. 3-92]

E. <u>Greenhouse Gas Emissions</u>

1. **Generate Greenhouse Gas Emissions That May Have a Significant Impact on the Environment (Impact 3.5-1):** 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 8 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. 3-113]

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, City of Ceres, and Stanislaus County have 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. 3-113]

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. 3-114]

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. 3-64 through 3-65]

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. 3-66]

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).

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. 3-66 through 3-77]

Mitigation Measure 3.3-3: Avoid Disturbance of Western Pond Turtle. To avoid impacts on western pond turtle, the following avoidance and minimization measure should be implemented:

1. Prior to treatment operations, a survey for the western pond turtle shall be performed by a qualified biologist within suitable habitat in the project area within 48 hours of construction. Any pond turtles found within the area shall be reported to the CDFW. Further mitigation, such as moving the pond turtle(s) outside of the treatment area, shall be conducted after consulting with the CDFW. [Draft EIR p. 3-67]

Mitigation Measure 3.3-4: Avoid Disturbance to Roosting Special-Status Bats. To avoid impacts on roosting special-status bats, the following avoidance and minimization measure should be implemented:

1. If tree treatment 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 treatment 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.

If roosting bats are found, then disturbance of the maternity roosts shall be avoided by halting treatment 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. 3-67 through 3-68]

Rationale: The EIR determined that Mitigation Measures 3.3-1, 3.3-2, 3.3-3, and 3.3-4 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, western pond turtle, and special-status bats would be reduced to less-than-significant levels. [Draft EIR p. 3-68]

2. **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. 3-69 through 3-70]

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 3.3-5: 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. 3-70]

Mitigation Measure 3.3-6: 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. 3-70 through 3-71]

Rationale: The EIR determined that Mitigation Measures 3.3-3 and 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 Measure 3.3-3 and Mitigation Measure 3.3-4 potential impacts to riparian habitat or other sensitive natural communities would be reduced to less-than-significant levels. [Draft EIR p. 3-71]

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 in the Tuolumne River Regional Park (TRRP). 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. Considering the nature of these projects, as well as the implementation of Mitigation Measures 3.3-1 through 3.3-6, cumulative impacts associated with the Proposed Project are considered to be less than significant. [Draft EIR p. 3-73]

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)).

Mitigation Measures 3.3-1 through 3.3-6. Implement these measures as described above. [Draft EIR p. 3-73]

Rationale: Implementation of Mitigation Measures 3.3-1 through 3.3-6, which establishes measures to avoid direct and indirect impacts to habitat and special status species, will ensure that the Proposed Project's contribution to a potential cumulative impact to biological resources is less than significant. [Draft EIR p. 3-73]

B. Cultural Resources

1. **Cause an Adverse Change in the Significance of an Unknown Paleontological, Geological, or Archeological Resource (Impact 3.4-2):** 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, handstones, or milling slabs), as well as battered stone tools, such as hammerstones and pitted stones. Inadvertent damage to significant and unique archaeological or paleontological resources during construction would be a potentially significant impact. [Draft EIR p. 3-92]

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 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. 3-92 through 3-93]

Rationale: The EIR determined that cessation of work within 100 feet of a discovered subsurface archaeological/paleontological resource shall prevent potential damage to the resource, and allow for a qualified archeologist/paleontologist to evaluate and make recommendations for the protection and recovery of the resource. Implementation of this measure will ensure that potential impacts to subsurface archaeological/paleontological resources are less than significant. [Draft EIR p. 3-93]

2. **Disturb any human remains, including those interred outside a formal cemetery (Impact 3.4-3):** 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. 3-93]

   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 3.4-2: 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. 3-93]

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. 3-93]

3. **Cumulative impacts to cultural resources (Impact 3.4-4):** 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. Therefore, in order to avoid causing a cumulative impact to unknown cultural resources, implementation of Mitigation Measures 3.4-1 and 3.4-2 is required. [Draft EIR p. 3-94]

   Finding: The mitigation measures outlined below would reduce to a less-than-significant level the project's potential impact to unknown paleontological, geological, or archeological resources or human remains interred outside a formal cemetery, thus avoiding contributing to a cumulative impact. 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 3.4-1 and 3.4-2. Implement these measures as described above. [Draft EIR p. 3-94]

   Rationale: Implementation of Mitigation Measures 3.4-1 through 3.4-2, which establishes measures to reduce indirect impacts to unknown paleontological, geological, or archeological resources or human remains interred outside a formal cemetery, will ensure that the Proposed Project's contribution to a potential cumulative impact to cultural resources is less than significant. [Draft EIR p. 3-94]

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. 3-120]

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, 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, 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. 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. 3-121 through 3-122]

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. 3-122]

2. **Otherwise Substantially Degrade Water Quality (Impact 3.6-2):** 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. 3-122]

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 3.6-3):** The only other "closely related" project that was identified in the vicinity of the project site was another tree management project in the 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. 3-123]

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. 3-123]

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. 3-123 through 3-124]

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 1 to 2 weeks and would involve the use of hand tools (such as hand saws and chainsaws) and disposed of using a wood chipper and removed in accordance with the City of Modesto municipal code pertaining to the collection of pruned refuse. Although construction noise would likely exceed the Stanislaus County exterior standards described in Table 3.7-1 (as assessed in Impact 3.7-2 below), the tree trimming activity would be exempt from the standards per Subsection J of the Stanislaus County Code 10.46.080. In addition, all construction equipment would operate in accordance with the applicable ordinance and standards. To the greatest extent practical, the City will also make an effort to sell wood from trimmed trees, thus reducing potential noise from use of wood chippers. Finally, the following mitigation measure would also ensure that noise levels would be reduced to the extent feasible. [Draft EIR p. 3-135 through 3-136]

   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 8:00 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 equipment (such as the wood chipper) and construction staging areas as far as possible from nearby residences.
   - Haul routes that affect the fewest number of people shall be selected.
   - Affected property owners will be notified a week in advance of tree management activities. [Draft EIR p. 3-136]

   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. 3-136]

2. **Result in a Substantial, Temporary Increase in Ambient Noise Levels (Impact 3.7-2):** some obstructions located west of Mitchell Road are located on private residential parcels. In these areas, maintenance activities would occur in close proximity to homes (approximately 25 feet or closer). The closest residences to potential tree trimming activities would experience noise levels of potentially 96 dBA Lmax. Construction noise at these levels would be substantially greater than existing noise levels at nearby sensitive receptor locations. However, construction would be short-term (approximately 1 to 2 weeks) and intermittent. The use of equipment would be temporary and episodic, affecting only a few nearby receptors for a limited period of time. Overall, noise generated during short-term construction activities of the Proposed Project would result in a substantial increase in noise at the nearest residences. Consequently, the Proposed Project would result in a potentially significant impact. [Draft EIR p. 3-135 through 3-136]

   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. 3-136]

   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. 3-136]

3. **Result in Cumulatively Considerable Noise Increases (Impact 3.7-3):** The only other "closely related" project that was identified in the vicinity of the project site was another tree management project in the TRRP. It is assumed that actions associated with the eventual tree management project within the TRRP 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. Assuming that the Proposed Project and the other tree trimming project occurred at the same time a potential cumulative impact to temporary ambient noise levels could occur. [Draft EIR p. 3-137]

   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. 3-137]

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 3.7-3 will further reduce potential cumulative noise impacts to less-than-significant levels. [Draft EIR p. 3-137]

SECTION IV

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.

However, when significant impacts can be mitigated by the adoption of mitigation measures, the lead agency has no obligation to consider the feasibility of alternatives with respect to that impact in its findings, even if the alternative would mitigate the impact to a greater degree than the proposed project (Public Resources Code, § 21002; *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; *Laurel Heights Improvement Association v. Regents of the University of California* (1988) 47 Cal.3d 376, 400-403*; Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521). The City has adopted mitigation measures to avoid or substantially lessen the potentially significant environmental impacts identified in the EIR.

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 around the Airport, 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. 4-4 through 4-6]
- **Only Twenty-Five Percent Trim Alternative** [Draft EIR pp. 4-7 through 4-9]

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 the Notice to Airmen regarding 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 is less feasible than the Proposed Project. [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 around the Airport; particularly the Tuolumne River.

Supporting Explanation: The Complete Tree Removal Alternative would result in the complete removal of the 239 trees that have been identified as obstructions to MOD's navigable airspace. With complete removal, the Complete Tree Removal Alternative provides a permanent solution to the current obstruction issue, and ensures that the Airport meets its Federal obligations to maintain an object-free airspace. Conversely, the Complete Tree Removal Alternative would result in greater environmental impacts. In particular, potential impacts to the visual qualities of the project site and to biological resources would be much greater under this alternative. Because of the potential for greater environmental impacts, the Complete Tree Removal Alternative is less feasible than the Proposed Project. [Draft EIR p. 4-6]

3. Only Twenty-Five Percent Trim Alternative

This alternative would trim all 239 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. [Draft EIR p. 4-7]

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. 4-9]

SECTION V

CERTIFICATION OF EIR

The City Council finds that it has reviewed and considered the Final EIR 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 declares 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:

A. **Finding:** The significant environmental impacts set forth in Section V of this Resolution have been identified in the EIR and will require mitigation, which will reduce potential impacts to less-than-significant levels.

B. **Conclusions**

1. All significant environmental impacts from the implementation of the proposed project have been identified in the EIR and, with implementation of the identified mitigation measures, impacts will be mitigated to a less-than-significant level.

2. 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 Modesto City-County Obstruction Management Project

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-93

RESOLUTION (i) APPROVING THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MODESTO'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM; AND (ii) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS JOINT POWERS AGREEMENT TO ADD THE CITY AS AN ASSOCIATE MEMBER IN ORDER TO AUTHORIZE THE CITY'S PARTICIPATION IN THE CALIFORNIA HERO PROGRAM, WHICH WILL ENABLE PROPERTY OWNERS TO FINANCE PERMANENTLY FIXED RENEWABLE ENERGY, ENERGY AND WATER EFFECIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON THEIR PROPERITES

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Modesto is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Modesto as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is **attached** as **Exhibit** "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that this City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the improvements.

BE IT FURTHER RESOLVED this City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program, and to the assumption of jurisdiction thereafter by Authority for the purposes thereof.

BE IT FURTHER RESOLVED the consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

BE IT FURTHER RESOLVED this City Council hereby approves the JPA Amendment and authorizes the City Manager, or his designee, to execute the necessary documents.

BE IT FURTHER RESOLVED City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

BE IT FURTHER RESOLVED this Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of March, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF MODESTO AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ___day of _____, 2014, by City of Modesto ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in the California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. **JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. **Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; 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 any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) days written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses,

damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Modesto
1010 10th Street
Modesto, CA 95353
Att: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or

otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Executive Committee Chair
Western Riverside Council of Governments

CITY OF MODESTO

By: _____ Date: _____

Title: City Manager

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-94

RESOLUTION REAPPOINTING DAVID BORING, BART BARRINGER, TOM SLATER, AND DON PHILLIPS TO THE DOWNTOWN IMPROVEMENT DISRICT 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 reappointments of David Boring, Bart Barringer, Tom Slater, and Don Phillips to a term ending January 2018 to the Downtown Improvement District Advisory Board.

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

SECTION 1. David Boring, Bart Barringer, Tom Slater, and Don Phillips are hereby reappointed to the Downtown Improvement District Advisory Board.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this Resolution to the reappointed 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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-95

RESOLUTION APPROVING AMENDMENTS TO THE CITY OF MODESTO POLICY AGAINST HARASSMENT AND DISCRIMINATION, THE CITY OF MODESTO NON-RETALIATION POLICY AND THE COMPLAINT PROCEDURE

WHEREAS, the Affordable Care Act's anti-retaliation provisions reference new protections provided to employees, and prohibit an employer from retaliating against an employee who (1) receives a health insurance tax credit or subsidy through Covered California (aka the "Marketplace" or "Exchange"); (2) Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed protections among other things; (3) Testifies in a proceeding concerning such violation; (4) Assists or participates in a proceeding concerning a violation; (5) Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of Title I of the Act, and

WHEREAS, California AB 263, provides that it is unlawful for an employer to engage in an unfair immigration-related practice for the purposes of retaliating against any person for exercising a right under state labor and employment laws, and

WHEREAS, California AB 263, prohibits the taking of adverse action and/or retaliating against an employer for updating their personal information, and for making an oral or written claim for unpaid wages, and

WHEREAS, California AB 556, amends the Fair Employment and Housing Act (FEHA) to add Military and Veteran status to the enumerated characteristics that require equal rights and opportunities under the law and prohibit harassment, discrimination and retaliation,

WHEREAS, California SB 559 amends the Fair Employment and Housing Act (FEHA) to add Genetic Information status to the enumerated characteristics that require equal rights and opportunities under the law and prohibit harassment, discrimination and retaliation,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City of Modesto Policy Against Harassment and Discrimination is hereby amended as set forth in **Exhibit "A"**, the City of Modesto Non-Retaliation Policy is hereby amended as set forth in **Exhibit "B"**, and the City of Modesto Complaint Procedure is hereby amended as set forth in **Exhibit "C"**.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st of April, 2014, 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, Interim City Attorney

EXHIBIT A

CITY OF MODESTO
POLICY AGAINST HARASSMENT AND DISCRIMINATION

It is the policy of the City of Modesto that harassment is unacceptable and will not be tolerated. Further, it is the policy of the City of Modesto to treat its citizens, customers and employees with respect and dignity and to strive to provide a working environment free of discrimination and harassment. This policy applies to all employees, officials, agents and volunteers, and all non-employees who have contact with employees during working hours.

Any City employee who has been found, after an investigation, to have harassed another City employee, official, agent, volunteer, consultant or non-employee because of their 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, genetic information, gender identity, gender expression, political affiliation or belief, or Military or Veteran status will be subject to disciplinary action up to and including termination.

Definition of Harassment

Harassment based on a person's race, color, ancestry, religion or creed, sex, national origin, marital status, age, mental or physical disability, or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression, political affiliation or belief, or Military or Veteran status can constitute a violation of Title VII of the Civil Rights Act, the California Fair Employment Act and/or the City of Modesto's Equal Opportunity Policy. Harassment based on a person's race, color, ancestry, religion or creed, sex, national origin, marital status, age, mental or physical disability, or perceived disability, medical condition, pregnancy-related condition, sexual orientation, genetic information, gender identity, gender expression, political affiliation or belief, or Military or Veteran status occurs when:

1. The focus and/or content of the harassing act is 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, genetic information, gender identity, gender expression, political affiliation or belief, or Military or Veteran status; and,
2. The harassing act tends to create an intimidating, oppressive, hostile or offensive working environment or tends to otherwise interfere with an individual's emotional well being or ability to perform work.

   Sexual harassment is a form of sex discrimination. It includes an unwelcome or unsolicited sexual advance, a request for sexual favors, and other verbal or physical conduct of a sexual nature, and can constitute a violation of Title VII of the Civil Rights Act, and Fair Employment Housing Act.

   Conduct is considered sexual harassment when:

   a. Submission is made an express or implied term or condition of employment; or
   b. Submission to or rejection of the harassing act is used as a basis for employment or business decisions affecting an individual; or
   c. Such conduct may have the purpose or effect of interfering with an individual's work performance and/or may create an intimidating, hostile or otherwise offensive work or business environment.

Examples of Harassment

- Written examples include suggestive or obscene letters, notes, jokes, e-mails and invitations.
- Verbal examples include derogatory comments, slurs, jokes, and racial epithets.
- Physical examples include assault, touching, impeding or blocking movements.
- Visual examples include leering, gestures or displays of sexually suggestive objects or pictures, cartoons or posters.

Other examples include, but are not limited to, threats of reprisal, implying or actually withholding support for appointments, promotion or transfer, rejection during probation, punitive actions, changes of assignments, or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.

The harassing act may be focused on an individual who is not physically present at the time, or who was present but did not actually see or hear the acts.

Responsibilities

1. Except as set forth below, the City Manager is responsible for enforcement of the City Policy Against Harassment and Discrimination.
2. The City Attorney is responsible for ensuring that all complaints of harassment are investigated thoroughly and promptly, including presentation of recommendations for any necessary action to the City Manager, Department Director, or Supervisor.
3. Every Department Director is responsible for informing all employees of the City Policy Against Harassment and Discrimination and for taking the steps necessary to set a positive example in the prevention of harassment.
4. Every Supervisor is responsible for taking immediate and appropriate corrective action upon the observation of any incident of harassment or upon receipt of an oral or written report of any occurrence of harassment.
5. Every City Employee is responsible for reporting any act of harassment to the immediate Supervisor or Department Director, or the City Attorney.

Complaint Resolution Procedures

City employees shall report any act of harassment to their immediate Supervisor or Department Director, and to the City Attorney. The City Attorney will investigate and attempt resolution of harassment complaints in accordance with the City's Complaint Process as outlined in Exhibit B to the City's Equal Opportunity Plan.

EXHIBIT B

CITY OF MODESTO
NON-RETALIATION POLICY

PURPOSE

The City of Modesto is committed to providing a workplace conducive to open discussion of the City=s business practices. The purpose of the policy is to reassure City employees that they can raise workplace concerns regarding alleged violations of City policy or local, State or Federal Law without retaliation.

Our commitment to integrity includes a responsibility to foster an environment that allows individuals to report violations without the fear of retaliation or retribution. No one should be discouraged from using any available channel within the organization.

SCOPE OF APPLICATION

This Policy prohibits City officials, officers, employees, or contractors from retaliating against applicants, officers, officials, employees, or contractors because of any of the protected activity as defined below.

POLICY

City employees are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State or Federal law with his/her immediate supervisor, Human Resources or the City Attorney=s office. Promptly raising questions and concerns allows the opportunity for such concerns to be addressed quickly and can help prevent problems from occurring or escalating.

Complaints and concerns are accepted in person, by telephone, email and regular mail, and can be anonymous. A complaint form and copy of this Policy can be obtained at the City Attorney=s office at 1010 Tenth Street, Modesto, CA 95353, or on the City=s website at **http://www.modestogov.com/hr/policies/** . Employees are also free to file a complaint with the appropriate outside agency.

It is the policy of the City to prohibit the taking of any adverse employment action against those who in good faith report or participate in investigations into complaints of alleged violations of City policy or local, State or Federal law in retaliation for that reporting or participation. (Refer to definitions of Aprotected activity@ and Aadverse employment action@ below.)

No employee of the City shall directly or indirectly use or attempt to use the authority or influence of such employee for the purpose of intimidating, threatening, coercing, directing or influencing any person with the intent of interfering with that person=s duty to disclose alleged violations of City policy or local, State or Federal law.

Disciplinary action, up to and including termination, will be taken against an employee who is found to have violated this Non-Retaliation Policy, and any contractor who violates this Policy will be subject to appropriate sanctions. However, employees who file reports or provide evidence which they know to be false or without a reasonable belief in the truth and accuracy of such information will not be protected by this Policy and may be subject to disciplinary action, including termination.

DEFINITIONS

I. **PROTECTED ACTIVITY:** Includes but is not limited to the following:

1. Making or filing an internal complaint with the City regarding alleged violations of City policy, local, State or Federal law.

2. Providing informal notice to the City regarding alleged violations of City policy, local, State or Federal law.

3. Participating in investigations and/or in court/administrative hearings regarding alleged violations of City policy, local, State or Federal law.

4. Filing a complaint with a Federal or State enforcement or administrative agency.

5. Disclosing information to a government or law enforcement agency where an employee has reasonable cause to believe the information discloses a violation of State or Federal statue, or a violation or noncompliance with a State or Federal rule or regulation.

6. Participating in or cooperating with a Federal or State enforcement agency that is conducting an investigation of the City regarding alleged unlawful activity.

7. Reporting conflicts of interest, dishonesty or unethical conduct.

8. Calling an internal or outside governmental agency=s AWhistleblower hotline.@

9. Receiving a health insurance tax credit or subsidy through Covered California (aka the "Marketplace" or "Exchange").

10. Reporting potential violations of protections afforded under Title I of the Affordable Care Act.

11. Testifying in a proceeding concerning such violation.

12. Assisting or participating in a proceeding concerning a violation.

13. Objecting to, or refusing to participate in any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of Title I of the Affordable Care Act.

14. Exercising a right under state labor and employment laws.

15. Updating personal information.

16. Making an oral or written claim for unpaid wages.

17. Associating with another employee who is engaged in any of the protected activities enumerated here.

II. **ADVERSE EMPLOYMENT ACTION:** May include, but is not limited to, any of the following:

1. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of protected activity.

2. Denying promotion to an individual because of protected activity.

3. Taking any form of disciplinary action because of protected activity.

4. Extending a probationary period because of protected activity.

5. Altering work schedules, work assignments or work location because of protected activity.

6. Issuing a poor evaluation because of protected activity.

7. Shunning or avoiding an individual who has engaged in any of the forms of protected activity described above.

This policy does not prohibit adverse action that is taken for legitimate or non-discriminatory reasons, such as: discipline for just cause, or refusing to hire because of inadequate qualifications. As a result, adverse action is only prohibited it if is causally connected to, or taken because of, the alleged protected activity.

COMPLAINT PROCEDURES

An applicant, employee, officer, official, or contractor who believes he or she has been retaliated against in violation of this Policy should immediately report the conduct to their supervisor, Human Resources, or the City Attorney=s office. Department Directors, Supervisors and Managers who receive complaints regarding alleged retaliation must immediately notify the City Attorney=s office at (209) 577-5284.

EXHIBIT C

CITY OF MODESTO
COMPLAINT PROCEDURE
VIOLATION OF POLICY AGAINST HARASSMENT AND DISCRIMINATION

1. **Intent** - Any person who feels that he/she has encountered discrimination and/or harassment is encouraged to come forward and present that information. All complaints are kept confidential to the extent permitted by law. However, it should be noted that when a supervisor or other management employee is made aware of a situation of potential harassment or discrimination, he/she is required to take steps to verify whether or not the discrimination/harassment occurred and to take whatever action is necessary to correct the situation. A prompt and appropriate investigation may require disclosure of the allegations, the person making the allegations and may necessitate the use of other parties to assist in the investigation.

   It is the intent of this procedure to provide an effective means for resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements.

2. **Scope** - This procedure should be used for perceived discrimination or harassment based on age (40 and over), ancestry, color, mental or physical disability including HIV and AIDS or perceived disability, marital status, medical condition (cancer and genetic characteristics), pregnancy-related condition, national origin, race, religion or creed, sex, sexual orientation, genetic information, gender identity, gender expression, political affiliation or belief, or Military or Veteran status.

3. **Limitations** - This procedure for resolving complaints of discrimination and harassment is not intended to supplant or prohibit employees or applicants from filing complaints with the federal Equal Employment Opportunity Commission (EEOC), the state Department of Fair Employment and Housing (DFEH), other appropriate state or federal agencies, or with the courts.

PROCEDURE: **The procedure for reporting incidents of discrimination or harassment is meant to be as flexible as possible. It is the goal that complaints be resolved informally, if possible. If informal resolution is not achieved, then a process for formal resolution is provided.**

a) Complainants should come forward as soon as possible after an incident of harassment or discrimination. Generally, an issue or concern should be raised no later than 30 days from the date the complainant knew or should have known about the incident.

b) Complainants have the option of contacting their immediate supervisor for assistance or contacting the City Attorney. If an employee goes directly to a supervisor, the supervisor should notify the City Attorney that he/she has received

the complaint. This can be done informally and confidentially.

c) Depending on the nature of the complaint, the supervisor may refer the complaint immediately to the City Attorney so that a formal investigation be conducted. Alternatively, the supervisor may conduct an informal investigation or may recommend an alternative means of dispute resolution. If the complainant declines the informal or alternative process, a formal investigation by the City Attorney will be initiated.

d) The City Attorney should begin a confidential investigation of the complaint as soon as possible. A reasonable time line to begin an internal investigation would be two-five (2-5) working days, depending on employees' work schedules.

e) The complainant should be assured that the matter will be kept confidential to the extent possible, but be advised that a full investigation will include advising the alleged discriminator/harasser of the charges and interviewing witnesses. The alleged discriminator/harasser should be cautioned that DFEH, EEOC and this Policy prohibit any retaliation against the complainant, witnesses or other parties to the complaint. A verified allegation of retaliation will be treated as a violation of this policy and the City may take action against the retaliator, even if the original complaint is not determined to have merit.

f) The investigation may include witness interviews, review of documents or materials and discussions with the complainant and the alleged discriminator/harasser. Witnesses shall be directed to maintain confidentiality during the investigation and shall be admonished not to engage in retaliation against either the complainant or alleged discriminator/harasser.

g) The investigation should be completed in a timely manner. If the investigation will require greater than 30 days, the investigator or department shall notify the complainant of the status of the investigation and anticipated completion date.

h) The investigator will prepare a written report including a finding related to each allegation. The complainant and the alleged discriminator/harasser shall be notified of the findings.

i) If the investigator finds that discrimination or harassment has occurred, the department management, in consultation with the City Attorney and the Personnel Director, shall determine what remedial action is appropriate. Remedial action may include but is not limited to coaching the responsible employee, training, a record of discussion, written reprimand, or formal discipline.

j) If the complainant has first taken their complaint to a supervisor and is not satisfied with the supervisor's or department's timeliness or efforts, he/she may then contact the City Attorney and the Personnel Director. He/she should notify the department that this is being done. If the supervisor or department cannot effect conciliation and

negotiation within a reasonable amount of time, the complainant should contact the City Attorney. The City Attorney may assist the department in completing the investigation or in identifying an alternate investigator to complete the confidential investigation and come to a resolution.

k) The complainant should be notified that he/she has the right to file a complaint with the federal Equal Employment Opportunity Commission (EEOC) or the state Department of Fair Employment and Housing (DFEH) or other appropriate state or federal agency or the court.

l) Complaints against the City Attorney shall be made to and investigated by the City Manager in a manner consistent with this procedure who shall report his/her findings to the City Council who shall determine the appropriate remedial action.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-96

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND ANSELMO MALDONADO CERVANTES, A SINGLE MAN AND YOLANDA VALENCIA GONZALES, A SINGLE WOMAN, BOTH AS JOINT TENANTS, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 1725 JOHN STREET IN THE ROBERTSON ROAD NEIGHBORHOOD, MODESTO, (APN: 037-024-027); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 1725 John Street is not connected to City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is inside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City of Modesto can and is willing to provide domestic sewer to the subject area, and

WHEREAS, the Stanislaus County Redevelopment Agency installed complete sewer infrastructure in the " neighborhood" and individual laterals to each parcel to connect the property to the City of Modesto'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 in an area with failing septic system, and

WHEREAS, the installation of the sewer service lines will upgrade the infrastructure in this already developed unincorporated area to facilitate a later annexation, and

WHEREAS, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an outside service agreement for sewer service with the City.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves an Outside Service Agreement for the property located at 1725 John Street Modesto (APN: 037-024-027).

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 1st day of April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-97

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND ROBERT L. TYLOR, A TRUSTEE OF THE MORETTI FAMILY TRUST, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 2232 ROBERTSON ROAD IN THE ROBERTSON ROAD NEIGHBORHOOD, MODESTO, (APN: 037-020-003); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 2232 Robertson Road is not connected to the City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is inside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City of Modesto can and is willing to provide domestic sewer to the subject area, and

WHEREAS, the Stanislaus County Redevelopment Agency installed complete sewer infrastructure in the " neighborhood" and individual laterals to each parcel to connect the property to the City of Modesto'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 in an area with failing septic system, and

WHEREAS, the installation of the sewer service lines will upgrade the infrastructure in this already developed unincorporated area to facilitate a later annexation, and

WHEREAS, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an outside service agreement for sewer service with the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Outside Service Agreement for the property located at 2232 Robertson Road Modesto (APN: 037-020-003).

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-98

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 5404 KIERNAN AVENUE, (APN: 135-001-022) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 5404 Kiernan Avenue, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 5404 Kiernan Avenue.

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 1st day of April, 2014, 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, Muratore, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-99

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND BEST CARE CENTER, INC., A CALIFORNIA CORPORATION, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 5404 KIERNAN AVENUE, (APN: 135-001-022), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 5404 Kiernan Avenue is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 5404 Kiernan Avenue, (APN: 135-001-022).

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-100

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 4844 3RD STREET, (APN: 133-007-044) 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. 2012-203, and

WHEREAS, it amended city of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 4844 3rd Street, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, inside the sphere of Influence, and inside 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 4844 3rd Street.

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-101

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND ARTHUR B. WRIGHT AND SALLIE M. WRIGHT, HUSBAND AND WIFE AS JOINT TENANTS, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4844 3RD STREET, (APN: 133-007-044), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4844 3rd Street in Empire is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4844 3rd Street, (APN: 133-007-044).

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-102

A RESOLUTION APPROVING A PREQUALIFIED VENDOR LIST FOR SURVEYING AND PLAN LINE DEVELOPMENT SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the Community and Economic Development Department – anticipates developing several Capital Improvement Projects that require surveying and plan line development services that are beyond the City's current staffing levels and workload to accomplish in a timely manner, and

WHEREAS, the Community and Economic Development Department has found it necessary to utilize a vendor list for surveying and plan line development services, and

WHEREAS, retaining prequalified consultants allows the division to have quick access to specific surveying and plan line development services when needed, and

WHEREAS, using experienced consultants provides a quick turnaround, which is essential for an efficient response to the large undertaking of projects, and

WHEREAS, the goal in having a vendor list is to promote project cost savings, which is a positive budget impact to the Capital Improvement Program, and

WHEREAS, all four consultant firms are familiar with the layout of the City as well as City Standards, and

WHEREAS, all four consultant firms have established experience and were the most qualified consultants from those who submitted Statement of Qualifications, and

WHEREAS, City staff recommends approving the following prequalified vendor list:

- DF Engineering, Inc., Modesto, CA
- Hawkins & Associates Engineering, Inc., Modesto, CA
- North Star Engineering Group, Inc., Modesto, CA
- O'Dell Engineering, Modesto CA

WHEREAS, the selected consultant will be determined on a project basis once a scope of work and contract have been negotiated with the most qualified firm(s) from the vendor list.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the prequalified vendor list of consultants for surveying and plan line development services for three years, with the option of revising or renewing the vendor list after three years 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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-103

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 1st day of April, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

PARKS, RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to transfer $350,000 in Federal Funding from Capital Improvement Project #100709, Tuolumne River Regional Park Gateway Phase 1.3 Trails, to Capital Improvement Project #100599, Tuolumne River Regional Parge Gateway Phase 2. The transfer also reduces the State Funding in Capital Improvement Project #100599 by $500 thus making the total state funding for Tuolumne River Regional Parge Gateway project $2,200,000. Construction expenses are being increased by $27,118 to bring the overall expense budget in line with the amount of Federal and State funding approved for this project.

POLICE DEPARTMENT

A budget adjustment in the amount of $396,061, over multiple divisions, is necessary to increase the Fiscal Year 2013-14 overtime expense budget, reduce the Direct Charge-Intrafund expense budget by $141,733, and increase the Direct Charge revenue budget in the amount of $254,328 to account for overtime costs received from Grants and outside service contracts from July 01, 2013 through December 31, 2013.

A budget adjustment in the amount of $76,227, in the Modesto Police Department's Records and Support Division, is necessary to increase the Fiscal Year 2013-14 part-time expense budget, reduce the Direct Charge-Intrafund expense budget by $19,533, and increase the Direct Charge revenue budget in the amount of $56,674 to account for part-time costs received from Grants and outside service contracts from July 01, 2013 through December 31, 2013.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-104

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 1st day of April, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

POLICE DEPARTMENT

A budget adjustment in the amount of $100,484 is necessary to recognize unbudgeted revenue to the 2012-13 State Law Enforcement Supplemental Fund (SLESF) Capital Improvement Project # 100724, and reallocate to offsetting program expense.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-105

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-106

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-107

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A VAC-CON HOT SHOT SEWER AND STORM DRAIN CLEANER TRUCK FOR THE WATER QUALITY CONTROL DIVISION, WASTEWATER AND STORMWATER COLLECTION SECTIONS THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) TO ATLANTIC MACHINERY, SILVER SPRING, MD, AND AUTHORIZING THE PURCHASING MANAGER TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $235,845

WHEREAS, the Water Quality Control Division, Wastewater and Stormwater Collection Sections utilizes Vac-Con Hot Shot sewer and storm drain cleaner trucks to clean, maintain and repair sewer pipes to comply with the Clean Water Act, and

WHEREAS, the Vac-Con Hot Shot sewer and storm drain cleaner trucks are used to clean out roots and grease in sewer lines, keeping them clear of blockages and reducing the potential for sewer system overflows. The trucks are also utilized to clean out storm drain lines and to provide flood control support during storm events, and

WHEREAS, one Vac-Con truck is replacing two (2) Sewer Rodder trucks that are at the end of their useful life.

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 Vac-Con Hot Shot truck replaces two vehicles and is included in the vehicles and equipment list authorized by the City, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy construction equipment and issued contract #031710-AMI. The most responsive and responsible bidder that met the bid

specifications was Atlantic Machinery, Inc., and 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 "accessing the terms" of the NJPA contract is an efficient and effective way to purchase the Vac-Con Hot Shot sewer and storm drain cleaner truck, 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 the Vac-Con Hot Shot sewer and storm drain cleaner truck, by "accessing the terms" of the NJPA contract with Atlantic Machinery, Silver Spring, MD, will conform to MMC Section 8-3.204(d), and

WHEREAS, sufficient funds are budgeted in Fiscal year 2013-14 in the following Fleet Equipment replacement account: 5409-53246-57003.

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 Vac-Con Hot Shot sewer and storm drain cleaner truck for the Water Quality Control Division, Wastewater Collection and Stormwater Sections through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the National Joint Powers Alliance (NJPA) to Atlantic Machinery, Silver Spring, MD.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $235,845.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-108

A RESOLUTION AMENDING SECTION 1.7(k) OF PERSONNEL RULE 1 OF THE CITY OF MODESTO RELATING TO THE REVISION OF THE DEFINITION OF CLASSIFIED SERVICES

WHEREAS, Section 1202 of Article XII of the Charter of the City of Modesto provides that the Personnel System provided by said Article shall be implemented by such rules and regulations governing the administration thereof as are adopted by the City Council upon recommendation of the City Manager, and

WHEREAS, the City Council has adopted Personnel Rules as authorized by the City Charter, and

WHEREAS, the City Council last amended Personnel Rule 1 on February 21, 1991 by adoption of Resolution 91-129, and

WHEREAS, the City Manager has recommended an amendment to Personnel Rule 1 section 1.7(k), and

WHEREAS, the City Council finds that said proposed amendment as recommended by the City Manager promotes the purposes and objectives of the Personnel System.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Personnel Rule 1 section 1.7(k) is hereby amended to read as follows:

Classified Service. All positions in the city service EXCEPT: (1) (1) all elected officers; (2) City Manager, Deputy City Manager (as revised July 6, 1965), City Attorney, City Clerk and Auditor, and all heads of departments; (3) all members of boards and commissions; (4) persons employed as unskilled laborers; (5) positions in any class or grade created for a special or temporary purpose for a period of no longer than one year;

(6) persons employed to render professional, scientific, technical or expert services of any occasional or exceptional character; (7) part-time employees paid on an hourly or per diem basis and work nineteen hours or less per week.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-109

Print

A RESOLUTION AMENDING SECTION 7.5(d) and (e) OF PERSONNEL RULE 7 OF THE CITY OF MODESTO RELATING TO THE REVISION OF THE TYPES OF APPOINTMENT FOR TEMPORARY AND PART-TIME POSITIONS

WHEREAS, Section 1202 of Article XII of the Charter of the City of Modesto provides that the Personnel System provided by said Article shall be implemented by such rules and regulations governing the administration thereof as are adopted by the City Council upon recommendation of the City Manager, and

WHEREAS, the City Council has adopted Personnel Rules as authorized by the City Charter, and

WHEREAS, the City Council last amended Personnel Rule 7 on February 6, 1990 by adoption of Resolution 90-77, and

WHEREAS, the City Manager has recommended an amendment to Personnel Rule 7 sections 7.5(d) and (e), and

WHEREAS, the City Council finds that said proposed amendment as recommended by the City Manager promotes the purposes and objectives of the Personnel System,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Personnel Rule 7 sections 7.5(d) and (e) are hereby amended to read as follows:

(d) Temporary: appointment to a position of limited duration.

1. Temporary positions shall be limited to (1) one year or 1,000 hours whichever comes first and are in the unclassified service.

2. Temporary positions shall be limited to working 29 hours or less per week.

3. Temporary appointees hired on an hourly or per diem basis shall not receive paid vacation, holiday, sick leave, or retirement benefits.

(e) Part-Time: appointment to a position which requires less than full time.

1. Part-time positions are limited to working 19 hours or less per week are in the unclassified service and pay shall be on an hourly or per diem basis for the time worked only.
2. Part-time positions requiring twenty (20) hours or more per week are in the classified service. Vacation, holiday, sick leave or retirement benefits shall be proportional to time worked.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-110

RESOLUTION ACCEPTING A DONATION OF APPROXIMATELY $33,057 FROM MACERICH PROPERTY MANAGEMENT CO., LLC, FOR THE PURCHASE OF TECHNOLOGY TO FIGHT CRIME; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, the City of Modesto Ranks Fifth in Violent Crime and Ranks Fourth in Property Crime (Per Capita) of the Top 25 California Cities by Population, and

WHEREAS, with comparable cities in California by population (175,000 to 250,000) Modesto Ranks Second in Violent Crime and Ranks First in Property Crime (Per Capita), and

WHEREAS, the Modesto Metropolitan Area has been ranked Number One in the National for Auto Theft in six of the last ten years, and Number Two in three years during that decade, and

WHEREAS, Macerich Property Management Co., LLC, has donated approximately $33,057 for the Modesto Police Department to purchase technology to assist the department in fighting crime and reducing these statistics, and

WHEREAS, the City will pay all operation and maintenance of the equipment during its useful life,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts a donation of approximately $33,057 from Macerich Property Management Co., LLC, for the purchase of technology to fight crime.

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 1st day of April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-111

Print

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF EIGHT AUTOMATIC LICENSE PLATE RECOGNITION CAMERA SYSTEMS EQUIPMENT, SOFTWARE, LICENSE PLATE READERS, INSTALLATION AND MAINTENANCE FOR THE MODESTO POLICE DEPARTMENT, TO 3M, KNOXVILLE, TN; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL OF $174,789.62

WHEREAS, the Modesto Metropolitan Area has been ranked Number One in the Nation for Auto Theft in six of the last ten years, and Number Two in three years during that decade, and

WHEREAS, the Modesto Police Department's goal is to reduce the number of vehicle thefts in the area by implementing an effective auto theft program consisting of properly trained personnel who are equipped with modern crime fighting technology, and

WHEREAS, on November 13, 2013 council approved, by Resolution No. 2013-392, accepting the AB 109 funds from the State of California, Board of State and Community Corrections (BSCC), for a minimum of $541,473 for police overtime, specialized training, equipment, and technology, and

WHEREAS, the Modesto Police Department desires to use some of the AB 109 funds to purchase eight 3M License Plate Recognition Camera Systems to better identify stolen vehicles and other suspect vehicles, and

WHEREAS, 3M Company is the only manufacturer of the 3M™ Automatic License Plate Recognition ("ALPR") Cameras Systems equipment and software, and

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

WHEREAS, there are exception 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, and

WHEREAS, the sole source procurement of the License Plate Recognition Camera Systems equipment, software, installation and maintenance for the Modesto Police Department, to 3M, conforms to the Modesto Municipal Code.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sole source procurement for the purchase of eight Automatic License Plate Recognition Cameras system equipment, software license plate readers, installation and maintenance for the Modesto Police Department, to 3M, Knoxville, TN,

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 $174,789.62.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto, held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-112

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF TWO CAMERA LICENSE PLATE RECOGNITION SYSTEMS AND INSTALLATION TO 3M, KNOXVILLE, TN; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $78,463.06

WHEREAS, the Modesto Metropolitan Area has been ranked Number One in the Nation for Auto Theft in six of the last ten years, and Number Two in three years during that decade, and

WHEREAS, the Modesto Police Department's goal is to reduce the number of vehicle thefts in the area by implementing an effective auto theft program consisting of properly trained personnel who are equipped with modern crime fighting technology, and

WHEREAS, on November 13, 2013, Council approved, by Resolution No. 2013-392, accepting the AB 109 funds from the State of California, Board of State and Community Corrections (BSCC), for a minimum of $541,473 for police overtime, specialized training, equipment, and technology, and

WHEREAS, the Modesto Police Department desires to use some of the AB 109 funds to purchase two license plate recognition camera systems to better identify stolen vehicles and other suspect vehicles, and

WHEREAS, 3M Company is the only manufacturer of the 3M™ Automatic License Plate Recognition Cameras Systems equipment and software, and

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

WHEREAS, there are exception 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, and

WHEREAS, the sole source procurement of the License Plate Recognition Camera Systems equipment, software, installation and maintenance for the Modesto Police Department, to 3M, conforms to the Modesto Municipal Code.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sole source procurement for the purchase of two Camera License Plate Recognition Systems and installation to 3M, Knoxville, TN,

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 $78,463.06.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto, held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-113

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE TRANSIT SERVICES 4TH FLOOR REMODEL PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH NETBUILDS OF MARYSVILLE, CALIFORNIA IN THE AMOUNT OF $78,810, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Transit Services 4th Floor Remodel, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Transit Services 4th Floor Remodel were opened at 11:00 a.m. on July 23, 2013, and later tabulated by the Director of Public Works for the consideration of the Council, and

WHEREAS, the Director of Public Works has recommended that the bid of $78,810 received from Netbuilds of Marysville, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Netbuilds,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Transit Services 4th Floor Remodel, accepts the bid of Netbuilds of Marysville, California in the amount of $78,810, and awards Netbuilds the contract for the Transit Services 4th Floor Remodel.

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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-114

RESOLUTION APPROVING AN ON-CALL AGREEMENT WITH RMC WATER AND ENVIRONMENT FOR GRANT RESEARCHING AND WRITING SERVICES IN THE AMOUNT OF $40,000 FOR ONE YEAR, WITH TWO, 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 Utility Planning and Projects Department (UP&P) is interested in pursuing grants and low-interest loan opportunities for a variety of utility-related projects and programs, and

WHEREAS, Grants and low interest loan opportunities typically range from $100,000 in planning grants from federal resources to $1 million or more from state programs such as the Proposition 84 Grant Program, and

WHEREAS, successful grant and loan applications require the applicant's thorough understanding of the funding program requirements, high quality product delivery, and credibility with the granting authorities, and

WHEREAS, UP&P staff does not have expertise or needed time to fully research each funding opportunity presented by the state or federal agencies, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, staff solicited and formally advertised Requests for Qualifications/Requests for Proposals for On-call Grant Research and Writing Services, which included three qualified local consultants, and

WHEREAS, the City received five proposals, and

WHEREAS, upon review of the proposals and interviews, RMC Water and Environment was considered one of the most qualified to provide grant research and writing services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an On-call Agreement with RMC Water and Environment for grant research and writing services for an amount not to exceed $40,000 for one year, with two, 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 Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-115

RESOLUTION APPROVING AN ON-CALL AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR GRANT RESEARCHING AND WRITING SERVICES IN THE AMOUNT OF $40,000 FOR ONE YEAR, WITH TWO, 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 Utility Planning and Projects Department (UP&P) is interested in pursuing grants and low-interest loan opportunities for a variety of utility-related projects and programs, and

WHEREAS, Grants and low interest loan opportunities typically range from $100,000 in planning grants from federal resources to $1 million or more from state programs such as the Proposition 84 Grant Program, and

WHEREAS, successful grant and loan applications require the applicant's thorough understanding of the funding program requirements, high quality product delivery, and credibility with the granting authorities, and

WHEREAS, UP&P staff does not have expertise or needed time to fully research each funding opportunity presented by the state or federal agencies, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, staff solicited and formally advertised Requests for Qualifications/Requests for Proposals for On-call Grant Research and Writing Services, which included three qualified local consultants, and

WHEREAS, the City received five proposals, and

WHEREAS, upon review of the proposals and interviews, Provost and Pritchard Consulting Group, a local consultant, was considered one of the most qualified to provide grant research and writing services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an On-call Agreement with Provost and Pritchard Consulting Group for grant research and writing services for an amount not to exceed $40,000 for one year, with two, 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 Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-116

RESOLUTION APPROVING AN AGREEMENT WITH HORIZON WATER AND ENVIRONMENT, LLC FOR PROJECT LEVEL ENVIRONMENTAL IMPACT REPORT FOR THE DEL RIO TANK AND WELL PROJECT IN AN AMOUNT NOT TO EXCEED $91,361 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $9,136 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $100,497, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City owns and operates the outlying water system in the community of Del Rio, located in Stanislaus County, and

WHEREAS, a hydraulic assessment of this water system has identified necessary upgrades to correct existing supply and pressure deficiencies, and

WHEREAS, the major components of the upgrades include the construction of two new domestic water wells, a storage tank, and booster pump station, and

WHEREAS, the City is currently obligated to provide these improvements by January 31, 2014 in accordance with the amended terms of a Settlement Agreement between the City and the Del Rio Community Association, and

WHEREAS, project delays due to current litigation have made it not feasible to meet this deadline; however, staff will continue working towards delivery of these improvements as soon as possible, and

WHEREAS, staff will also continue working with the Del Rio Community Association to extend the deadline, and

WHEREAS, since the project inception, staff has worked towards delivery of the required upgrades to the Del Rio water system, and

WHEREAS, these efforts have led to prior Council actions to adopt the project's environmental analysis on March 13, 2012, by City Council Resolution No. 2012-100, as

well as to accept a Preliminary Design Report for the new tank, booster pump, and well on December 4, 2012, by City Council Resolution No. 2012-496, and

WHEREAS, on December 20, 2012, a lawsuit was filed against the City by the North Modesto Groundwater Alliance (Stanislaus County Superior Court Case No. 680381), and

WHEREAS, in general, the lawsuit alleged deficiencies in the environmental review of the project, as well as a lack of sufficient notice to affected parties, and

WHEREAS, the lawsuit further requested the court require the City to rescind the prior project approvals, and to prepare a new environmental analysis for the project, and

WHEREAS, additionally, the court granted a preliminary injunction in January 2013, which prevented the City from undertaking any activity in furtherance of the project prior to a ruling on the current lawsuit, and

WHEREAS, in granting the preliminary injunction, the Court found that the City had not given adequate notice to surrounding neighbors of the City's consideration of the project, and

WHEREAS, in response to the lawsuit, on November 12, 2013, by Resolution No. 2013-413, City Council rescinded the previous March 13, 2012 adoption of the project's environmental analysis, and directed staff to prepare a new environmental analysis pursuant to California Environmental Quality Act (CEQA) requirements, and

WHEREAS, concurrently, by Resolution No. 2013-414, City Council also rescinded the previous December 4, 2012 acceptance of the Preliminary Design Report for the tank, pump station, and new well, and

WHEREAS, the intent of these actions was to resolve both the due process and CEQA issues raised in the litigation without further litigation, and

WHEREAS, while staff disagrees with the allegations in the lawsuit, these actions will move the project forward in the most expedient manner by avoiding the significant time and expense of pursuing further litigation, and

WHEREAS, in consultation with the City Attorney's Office, as well as outside counsel, staff determined that preparation of a project level Environmental Impact Report (EIR) would be the most legally defensible means of complying with CEQA regulations, and

WHEREAS, this document will be prepared and circulated in accordance with CEQA regulations, and will determine and address known environmental impacts to such topics as noise, aesthetics, land use, groundwater, and other considerations, and

WHEREAS, the EIR will also discuss project alternatives, and

WHEREAS, given the highly specialized and technical nature of this document, as well as the magnitude of effort involved in its preparation, staff intends to utilize a consultant, Horizon Water and Environment, LLC, to perform this work, and

WHEREAS, Horizon specializes in environmental analysis for water and wastewater projects, and

WHEREAS, additionally, they have uniquely relevant experience, as they performed most of the work in preparing the 2010 City of Modesto Water System Engineer's Report Program Environmental Impact Report, and

WHEREAS, City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital

Projects, allows the Director to approve an accelerated selection process where staff may select a consultant from a roster of qualified consultants maintained by the Department, if it is in the best interest of the City, and

WHEREAS, based on the need to move this study forward quickly, as well as Horizon's unique qualifications, staff elected to use this accelerated process to select Horizon to prepare the project EIR, and

WHEREAS, staff therefore recommends approval of an agreement with Horizon for preparation of a project level EIR for the Del Rio Water System Upgrades projects.

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 for Project Level Environmental Impact Report for Del Rio Tank and Well Project for an amount not to exceed $91,361 for the identified scope of services, plus $9,136 for additional services (if needed), for a maximum total amount of $100,497.

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 1st day of April, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-117

RESOLUTION APPROVING AN AGREEMENT WITH URS CORPORATION DBA URS CORPORATION AMERICAS FOR GROUNDWATER IMPACTS ANALYSIS FOR DEL RIO WATER SYSTEM IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $54,096 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $5,410 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $59,506, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City owns and operates the outlying water system in the community of Del Rio, located in Stanislaus County, and

WHEREAS, a hydraulic assessment of this water system has identified necessary upgrades to correct existing supply and pressure deficiencies, and

WHEREAS, the major components of the upgrades include the construction of two new domestic water wells, a storage tank, and booster pump station, and

WHEREAS, the City is currently obligated to provide these improvements by January 31, 2014 in accordance with the amended terms of a Settlement Agreement between the City and the Del Rio Community Association, and

WHEREAS, project delays due to current litigation have made it not feasible to meet this deadline; however, staff will continue working towards delivery of these improvements as soon as possible, and

WHEREAS, staff will also continue working with the Del Rio Community Association to extend the deadline, and

WHEREAS, since the project inception, staff has worked towards delivery of the required upgrades to the Del Rio water system, and

WHEREAS, these efforts have led to prior Council actions to adopt the project's environmental analysis on March 13, 2012, by City Council Resolution No. 2012-100, as

well as to accept a Preliminary Design Report for the new tank, booster pump, and well on December 4, 2012, by City Council Resolution No. 2012-496, and

WHEREAS, on December 20, 2012, a lawsuit was filed against the City by the North Modesto Groundwater Alliance (Stanislaus County Superior Court Case No. 680381), and

WHEREAS, in general, the lawsuit alleged deficiencies in the environmental review of the project, as well as a lack of sufficient notice to affected parties, and

WHEREAS, the lawsuit further requested the court require the City to rescind the prior project approvals, and to prepare a new environmental analysis for the project, and

WHEREAS, additionally, the court granted a preliminary injunction in January 2013, which prevented the City from undertaking any activity in furtherance of the project prior to a ruling on the current lawsuit, and

WHEREAS, in granting the preliminary injunction, the Court found that the City had not given adequate notice to surrounding neighbors of the City's consideration of the project, and

WHEREAS, in response to the lawsuit, on November 12, 2013, by Resolution No. 2013-413, City Council rescinded the previous March 13, 2012 adoption of the project's environmental analysis, and directed staff to prepare a new environmental analysis pursuant to California Environmental Quality Act (CEQA) requirements, and

WHEREAS, concurrently, by Resolution No. 2013-414, City Council also rescinded the previous December 4, 2012 acceptance of the Preliminary Design Report for the tank, pump station, and new well, and

WHEREAS, the intent of these actions was to resolve both the due process and CEQA issues raised in the litigation without further litigation, and

WHEREAS, while staff disagrees with the allegations in the lawsuit, these actions will move the project forward in the most expedient manner by avoiding the significant time and expense of pursuing further litigation, and

WHEREAS, in consultation with the City Attorney's Office, as well as outside counsel, staff determined that preparation of a project level Environmental Impact Report (EIR) would be the most legally defensible means of complying with CEQA regulations, and

WHEREAS, this document will be prepared and circulated in accordance with CEQA regulations, and will determine and address known environmental impacts to such topics as noise, aesthetics, land use, groundwater, and other considerations, and

WHEREAS, the EIR will also discuss project alternatives, and

WHEREAS, staff intends to utilize a consultant, URS Corporation, to perform an enhanced groundwater impacts analysis, which will be incorporated into the project EIR, and

WHEREAS, URS has previously performed an analysis for the project to predict impacts to groundwater levels as a result of the new Del Rio wells, and

WHEREAS, the proposed enhanced analysis will utilize this information, but will also incorporate additional site-specific data for a more accurate prediction of impacts to groundwater levels, and

WHEREAS, an agreement with URS to perform the original groundwater impacts analysis for the Del Rio well project was approved on April 5, 2011 by City Council Resolution 2011-118, and

WHEREAS, URS prepared this analysis as authorized by the agreement and performed admirably in this task, and

WHEREAS, given this previous effort, URS has unique experience relevant to the proposed enhanced groundwater analysis, and

WHEREAS, in addition, City staff lacks the resources and expertise required to perform this work, and therefore recommends that URS be retained to perform the enhanced groundwater impacts analysis, and

WHEREAS, staff therefore recommends approval of an agreement with URS for preparation of a Groundwater Impacts Analysis for the Del Rio Water System Upgrades projects, and

WHEREAS, URS was selected to perform the groundwater impacts analysis given its specific and unique prior experience with the Del Rio project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with URS Corporation dba URS Corporation Americas for Groundwater Impacts Analysis for Del Rio Water System Improvements Project in an amount not to exceed $54,096 for the identified scope of services, plus $5,410 for additional services (if needed), for a maximum total amount of $59,506.

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 1st day of April, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-118

RESOLUTION ACCEPTING THE WORK BY HOBBS CONSTRUCTION, FOR THE "MODESTO WEST 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 $406,515

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the Modesto West Basin Improvements Project has been completed by Hobbs Construction, in accordance with the contract agreement dated December 4, 2012,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Modesto West Basin Improvements Project is hereby accepted as complete from said contractor, Hobbs Construction, 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 $406,515 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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-119

RESOLUTION ACCEPTING THE WORK BY ROLFE CONSTRUCTION, FOR THE "STREET IMPROVEMENTS EAST OF EL VISTA ELEMENTARY SCHOOL 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 $297,994

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the Street Improvements East of El Vista Elementary School Project has been completed by Rolfe Construction, in accordance with the contract agreement dated March 26, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Street Improvements East of El Vista Elementary School Project is hereby accepted as complete from said contractor, Rolfe Construction, 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 $297,994 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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-120

RESOLUTION ACCEPTING THE WORK BY DSS COMPANY, dba KNIFE RIVER CONSTRUCTION, FOR THE "EAST SUTTER AVENUE SOUTH OF MARSHALL STREET 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 $369,339

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the East Sutter Avenue South of Marshall Street Improvements Project has been completed by DSS Company, dba Knife River Construction, in accordance with the contract agreement dated March 26, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that East Sutter Avenue South of Marshall Street Improvements Project is hereby accepted as complete from said contractor, DSS Company, dba Knife River Construction, 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 $369,339 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 1st day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-121

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. (CAROLLO) FOR PRELIMINARY DESIGN REPORT FOR RIVER TRUNK REALIGNMENT, BEARD BROOK SIPHON, AND CANNERY SEGREGATION LINE IMPROVEMENT IN AN AMOUNT NOT TO EXCEED $953,929 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $95,393 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $1,049,322, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the River Trunk consists of a pipeline that ranges from 24-inches to 60-inches in diameter that conveys flow from the Beard Industrial Park to the Sutter Avenue Wastewater Treatment Plant, and

WHEREAS, the total length of the River Trunk is approximately five miles and conveys approximately 24 percent of the City's domestic wastewater flow, and

WHEREAS, the City's 2007 Wastewater Collection System Master Plan (WCSMP) identified rehabilitation improvements to the River Trunk, from the Sutter Plant to the Beard Brook Siphon (RV-1), as well as capacity improvements to the Sutter Trunks (S1, S-2, and S-3), and

WHEREAS, the current location of the River Trunk, adjacent to the Tuolumne River, poses access limitations to operations staff and could be subject to catastrophic damage in the event of elevated river flows, and

WHEREAS, as City staff evaluated these projects, consideration was given to realigning the River Trunk away from its current location to an alternate route within public right-of-way, and

WHEREAS, additional consideration was given to realigning the Sutter Trunk to connect to the new River Trunk, and

WHEREAS, the River Trunk Realignment will essentially combine the identified projects into one project, and

WHEREAS, the WCSMP also identified two additional projects related to the River Trunk: the Beard Brook Siphon (BB-1) and the Cannery Segregation Diversion Structures (CSL-1 and CSL-2), and

WHEREAS, the Beard Brook Siphon consists of a 48-inch diameter trunk that starts at the west end of Oregon Drive, at the Gallo facility, and crosses under Beard Brook Park to Morton Boulevard, and

WHEREAS, the Cannery Segregation Diversion Structures project consists of a diversion structure at Beard Brook Park and another at the Dryden Golf Course that would allow the diversion of flow from the municipal trunk sewer to the Cannery Segregation Line during substantial rain events, and

WHEREAS, these two projects were both scheduled to begin preliminary design this fiscal year, and

WHEREAS, since these two projects will likely be impacted by the River Trunk realignment, staff determined that it was appropriate to include these projects with the River Trunk Realignment design effort, and

WHEREAS, in accordance with the Public Works Department's Major Scope Policy approved on September 26, 2006, all projects exceeding $1,000,000 are required to have a Preliminary Design Report (PDR) prepared at the 35% design level, and

WHEREAS, the PDR evaluates design options and provides a summary of the recommended project scope and estimated construction costs, and

WHEREAS, the PDR is presented to Council for acceptance and subsequently followed with a request for approval to proceed with the final design, and

WHEREAS, the intent of this PDR will be to evaluate the WCSMP projects with alternative alignments to determine the most economical and operationally efficient improvements, and

WHEREAS, considering the size of the sewer trunks and the flows involved, hydraulic expertise will be necessary to evaluate alignment alternatives, and

WHEREAS, the level of effort anticipated to evaluate the alternatives and prepare the PDR for these projects is beyond the availability of current staffing, and

WHEREAS, therefore, considering the expertise needed and current staff workload, staff is recommending the use of an engineering consultant to complete the PDR, and

WHEREAS, on September 3, 2013, by Resolution 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, UP&P staff issued a Request for Proposal (RFP) to the prequalified list of five firms for Engineering Design Services for Wastewater/Storm Drain projects, and

WHEREAS, four proposals were received on December 6, 2013, and were reviewed by a selection committee that consisted of the City's Public Works and UP&P staff, and

WHEREAS, subsequently, consultant interviews were held on January 14, 2014, and

WHEREAS, after the interviews and discussion, the selection committee determined that Carollo Engineering, Inc. (Carollo) was the most responsive and qualified firm to prepare the PDR for the River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Diversion Structures, and

WHEREAS, Carollo has completed several projects for the City and has provided exceptional service, and

WHEREAS, Carollo's original proposed fee was $780,234; however, the scope and fee was negotiated to include condition and capacity assessment of the Cannery Segregation Trunk, and

WHEREAS, this resulted in a final negotiated cost of $953,929, and

WHEREAS, Carollo's involvement of local subconsultants accounts for 21% of the total contract amount to prepare the PDR, and

WHEREAS, the additional scope will assist in determining design options that could provide reliability to the Cannery Segregation Trunk by upsizing the Beard Brook Siphon to include an additional pipeline for cannery flows, and

WHEREAS, considering these projects are all within the same general area, including this effort will improve efficiency, and

WHEREAS, the scope of services to be provided under this agreement includes: 1) Coordination of stakeholder meetings and workshops; 2) Preliminary site investigation including geotechnical reporting, topographic survey, utility coordination and permitting; 3) Evaluation of WCSMP-identified projects and alternative alignments; 4) Hydraulic

evaluation of viable alignments; 5) Providing a condition assessment of the River Trunk, Sutter Trunks, and Cannery Segregation Trunk; and 6) Completion of the 35% design (plans, specifications and estimate) for the River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Diversion Structures projects, and

WHEREAS, given the high priority for completion of these projects, staff recommends approval of an agreement with Carollo to prepare the PDR for the River Trunk Realignment, Beard Brook Siphon and Cannery Segregation Diversion Structures,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. (Carollo) for Preliminary Design Report for River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Line Improvement in an amount not to exceed $953,929 for the identified scope of services, plus $95,393 for additional services (if needed), for a maximum total amount of $1,049,322.

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 1st day of April, 2014, by Councilmember Cogdill, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-122

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET IN THE AMOUNT OF $526,705 TO BE TRANSFERRED INTO THE PROJECTS FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PRELIMINARY DESIGN REPORT FOR RIVER TRUNK REALIGNMENT, BEARD BROOK SIPHON, AND CANNERY SEGREGATION LINE IMPROVEMENT, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $526,705, in order to fund engineer/design/administration for the agreement, including support by City staff for the River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Line Improvement project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 1st day of April, 2014, by Councilmember Cogdill, 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 LINDGREN, Interim 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 #100646-"River Trunk Realignment" and 100739-"Beard Brook Siphon", the total project costs need to be increased by $526,705. This would be done by adjusting Engineering/Design/Administration in CIP Account #100646-"River Trunk Realignment" by $478,609 and Engineering/Design/Administration in CIP Account 100739-"Beard Brook Siphon" by $48,096.

To fund the above accounts, $526,705 will be transferred from Wastewater Fund Reserves into CIP Project #100646-"River Trunk Realignment" and #100739- "Beard Brook Siphon" for the River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Line Improvement project.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-123

Print

A RESOLUTION AWARDING NON-CONSENSUAL TOWING FRANCHISE CONTRACTS TO SIXTEEN (16) TOWING COMPANIES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACTS

WHEREAS, in April 2009, City Council awarded Non-Exclusive Non-Consensual Franchise Towing Services contracts to twenty-one applicants, and

WHEREAS, this contract expires April 13, 2014, and

WHEREAS, on January 14, 2014, the Purchasing Manager solicited Request for Applications (RFA) No. 1314-28, for City generated Non-Exclusive Non-Consensual Franchise Towing Services, and

WHEREAS, on February 11, 2014 applications were opened in the City Clerk's office, and

WHEREAS, a total of sixteen (16) applications were received, and all sixteen (16) met the requirements of Phase 1 and Phase 2 of the application process, and

WHEREAS, on March 4, 2014, City Council, by motion, unanimously approved staff's recommendation for award of City of Modesto Non-Exclusive Non-Consensual Franchise Towing Services to the sixteen (16) applicants listed in **Attachment** A, and referring staff's recommendation for award of contracts to the City Manager for recommendation and report, and

WHEREAS, on March 11, 2014, City Council, by Resolution No. 2014-85, accepted the City Manager's recommendation to award Non-Exclusive Non-Consensual Franchise Towing Services contracts and schedule a public hearing in accordance with Modesto Municipal Code Section 11-2.01 Et Seq., and

WHEREAS, the anticipated start date of the towing contracts is April 14, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby awards Non-Exclusive Non-Consensual Franchise Towing Services contracts to the sixteen (16) towing companies listed in **Attachment** A to this Resolution,

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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 LINDGREN, Interim City Attorney

ATTACHMENT A

Non-Exclusive Non-Consensual Franchise Towing Services Applicants

1. A&R Tow, Modesto, California
2. Anderson's Tow, Ceres, California
3. Central Valley Tow, Ceres, California
4. Ceres Pro Tow, Ceres, California
5. Craig's Tow, Ceres, California
6. DBM Tow, Modesto, California
7. Dizney & Wise, Modesto, California
8. E-Tow, Modesto, California
9. Four Star Recovery, Modesto, California
10. Myers Towing, Modesto, California
11. Ramont's Tow, Modesto, California
12. Scenic Tow, Modesto, California
13. Stanislaus Tow, Modesto, California
14. State Tow, Modesto, California
15. Tow One, Modesto, California
16. WS Towing, Modesto, California

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-124

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 ANNUAL OPERATING BUDGET FOR THE GOLF FUND

WHEREAS, the City of Modesto entered into a new golf management agreement with KemperSports in October 2013 to operate the pro-shops and restaurants at Creekside Golf Course and Dryden Park Golf Course,

WHEREAS, the City of Modesto will be receiving new revenue sources at Creekside Golf Course and Dryden Park Golf Course including golf cart rentals, merchandise sales, food and beverage sales and driving range fees,

WHEREAS, the City of Modesto will be responsible for new expenditures at Creekside Golf Course and Dryden Park Golf Course including staff payroll, cost of goods, and all operating expenses,

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual Operating Budget for the Golf Fund of the City of Modesto for Fiscal Year 2013-2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 1st day of April, 2014, 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 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 LINDGREN, Interim City Attorney

EXHIBIT A

Golf Fund Account Detail - FY 2013/2014

				Existing Budget	Proposed Budget	Difference
REVENUES						
4600	34170	42503	Misc Grants/Donations	15,000.00	15,000.00	0.00
4600	34170	43505	Muni Green Fees	238,000.00	238,000.00	0.00
4600	34170	43506	Dryden Green Fees	584,000.00	167,000.00	(417,000.00)
4605	34181	43506	Dryden Green Fees(Kemper)	0.00	408,626.00	408,626.00
4605	34182	43506	Creekside Green Fees(Kemper)	0.00	531,490.00	531,490.00
4600	34170	43507	Creekside Green Fees	752,000.00	225,000.00	(527,000.00)
4600	34170	43508	Annual Membership Fees	1,000.00	0.00	(1,000.00)
4600	34170	43509	First Tee Green Fees	2,300.00	2,300.00	0.00
4600	34170	43510	NCGA-YOC Green Fees	6,800.00	6,800.00	0.00
4605	34181	43512	Dryden Cart Fees	0.00	160,616.00	160,616.00
4605	34182	43512	Creekside Cart Fees	0.00	198,602.00	198,602.00
4605	34181	43513	Dryden Range Fees	0.00	14,877.00	14,877.00
4605	34182	43513	Creekside Range Fees	0.00	24,999.00	24,999.00
4605	34181	43514	Dryden Food & Beverage	0.00	87,115.00	87,115.00
4605	34182	43514	Creekside Food & Beverage	0.00	118,265.00	118,265.00
4605	34181	43515	Dryden Merchandise	0.00	22,372.00	22,372.00
4605	34182	43515	Creekside Merchandise	0.00	53,590.00	53,590.00
4600	34170	43516	FootGolf Revenues	0.00	33,533.00	33,533.00
4600	34170	43550	High School Rounds	16,000.00	4,180.00	(11,820.00)
4600	34170	46002	Lease of Land (Water Dept)	889.00	889.00	0.00
4600	34170	46004	Misc Lease - Cell Tower	95,000.00	95,000.00	0.00
4600	34170	47005	Misc Revenue - FM Golf above $250K	323,289.00	0.00	(323,289.00)
4600	34170	47031	Misc Donation	750.00	750.00	0.00
4600	34170	49500	Revenue Clearing - Creekside	0.00	0.00	0.00
4600	34170	49501	Revenue Clearing - Dryden	0.00	0.00	0.00
4600	64600	60100	Transfer in from Fund 0100	268,174.00	665,434.00	397,260.00
			TOTAL REVENUES:	2,303,202.00	**3,074,438.00**	
EXPENDITURES				4,606,404.00		771,236.00
4600	34170	58010	Internal Service - Mail	89.00	89.00	0.00
4600	34170	58030	Internal Service - Cost Allocation	6,926.00	6,926.00	0.00
4600	34180	58030	Internal Service - Cost Allocation	35,490.00	35,490.00	0.00
4600	34190	58030	Internal Service - Cost Allocation	519.00	519.00	0.00
4600	34170	58060	Internal Service - Property Insurance	19,113.00	19,113.00	0.00
4600	34170	58070	Internal Service - Liability Insurance	12,677.00	12,677.00	0.00
4605	34181	52001	Pro Shop Expense - Dryden	0.00	1,585.00	1,585.00
4605	34182	52001	Pro Shop Expense - Creekside	0.00	1,777.00	1,777.00
4600	34170	52010	Office Supplies	100.00	100.00	0.00
4600	34170	52015	Printing & Binding	100.00	100.00	0.00
4605	34181	52117	Cost of Sales - Dryden Merchandise	0.00	15,196.00	15,196.00
4605	34182	52117	Cost of Sales - Creekside Merchandise	0.00	37,549.00	37,549.00
4605	34181	52118	Cost of Sales - Dryden Food & Beverage	0.00	38,523.00	38,523.00
4605	34182	52118	Cost of Sales - Creekside Food & Beverage	0.00	54,168.00	54,168.00
4600	34170	52170	PC Software & Supplies	2,000.00	0.00	(2,000.00)
4605	34181	52240	Food & Beverage Expense - Dryden	0.00	6,078.00	6,078.00
4605	34182	52240	Food & Beverage Expense - Creekside	0.00	7,341.00	7,341.00
4605	34181	52300	Range Expense - Dryden	0.00	3,018.00	3,018.00
4605	34182	52300	Range Expense - Creekside	0.00	6,056.00	6,056.00
4605	34181	53001	Marketing - Dryden	0.00	7,569.00	7,569.00
4605	34182	53001	Marketing - Creekside	0.00	10,375.00	10,375.00
4600	34190	53040	Utility Expense - Electric	32,000.00	42,000.00	10,000.00
4600	34190	53041	Utility Expense - Gas	2,700.00	3,800.00	1,100.00
4600	34190	53045	Utility Expense - Garbage	0.00	765.00	765.00
4605	34181	53072	Cart Lease - Dryden	0.00	35,892.00	35,892.00
4605	34182	53072	Cart Lease - Creekside	0.00	37,218.00	37,218.00
4600	34190	53100	Repair & Maintenance	5,000.00	5,000.00	0.00
4600	34190	53150	Repair & Maintenance-Real Property	5,000.00	5,000.00	0.00
4600	34170	53300	Professional Services	7,920.00	33,490.00	25,570.00
4600	34180	53300	Professional Services	1,734,029.00	1,563,141.00	(170,888.00)
4600	34190	53300	Professional Services	3,020.00	3,020.00	0.00
4605	34181	53300	Professional Services	115,000.00	0.00	(115,000.00)
4600	34170	54160	Memberships & Dues	300.00	300.00	0.00
4605	34181	54450	Payroll - Dryden	0.00	146,108.00	146,108.00
4605	34182	54450	Payroll - Creekside	0.00	198,573.00	198,573.00
4600	34170	54500	Services City Forces	33,737.00	87,872.00	54,135.00
4600	34190	54500	Services City Forces	7,804.00	7,804.00	0.00
4605	34181	54900	General & Admin - Dryden	0.00	50,613.00	50,613.00
4605	34182	54900	General & Admin - Creekside	0.00	59,095.00	59,095.00
4600	34170	59001	Principal Retirement	290,000.00	290,000.00	0.00
4600	34170	59002	Interest Expense	204,730.00	237,498.00	32,768.00
4600	34170	59006	Trustee Fees	3,000.00	3,000.00	0.00
			TOTAL EXPENDITURES:	2,521,254.00	**3,074,438.00**	

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-125

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $3,000,000 TO BE TRANSFERRED INTO THE PROJECT COLLECTOR AND ARTERIAL STREETS REHABILITATION ACCOUNT (100819-CON-CONSTRUCTION) FROM SURFACE TRANSPORTATION FUND RESERVES IN ORDER TO FULLY FUND THIS PROJECT

WHEREAS, The City of Modesto's 634 mile street system is comprised of 1400 lane miles. These miles consist of 300.75 Arterial Miles, 222.69 Collector Miles, and 784.38 of Residential Miles, and

WHEREAS, the miles of streets have varied needs, rehabilitation and repair efforts of the street system is critical and necessary, and

WHEREAS, the most cost-effective method of maintaining streets is to provide preservation maintenance early in the process of deterioration, and

WHEREAS, the following scenario has been recommended by the Finance Committee on February 24, 2014; Streets proposed would include Orangeburg, College, Tully and Standiford as recommended by Transportation Engineering, and

WHEREAS, these streets are candidates for surface treatment and also provide for bike lanes and connectivity to existing bicycle facilities. With the exception of Sisk road, there is an inability to install bike lanes due to inadequate width.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes an amendment to the Fiscal Year 2013-2014 Capital Improvement Program budget in the amount of $3,000,000 to be transferred into the Project Collector and Arterial Streets Rehabilitation account (100819-CON-Construction) from Surface Transportation Fund Reserves in order to fully fund this project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-126

Print

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING AND INSTALLATION OF STORAGE AREA NETWORK SYSTEMS FOR THE INFORMATION TECHNOLOGY DIVISION, TO SOLID NETWORKS INC., MODESTO, CA, FOR AN ESTIMATED TOTAL COST OF $336,054 INCLUDING FIVE (5) YEARS OF MAINTENANCE AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT

WHEREAS, the City of Modesto Information Technology Department maintains Storage Area Network systems (SANS) both at the Tenth Street datacenter and at the Modesto Police Department datacenter, and

WHEREAS, the current SAN systems provide data storage for the City's mission critical data and systems. This includes all department documents, videos, images, electronic scanned documents, applications, databases and virtual infrastructure, and

WHEREAS, both SAN systems are at the end of their lifecycle and can no longer be supported by the manufacturer, and

WHEREAS, the City's storage demands continue to increase as technology advances. Enterprise SANS units will provide the ability to meet existing storage data needs, improve disaster recovery through data replication and will be scalable to meet future data storage demands, and

WHEREAS, the City Manager authorized the Purchasing Manager to issue Request for Proposals (RFP) for Storage Area Network Systems (SANS) with the Finance Department coming back to Council for award authorization, and

WHEREAS, the Purchasing Division issued RFP No. 1314-10 for Storage Area Network Systems (SANS) to fifty two (52) prospective proposers and posted the RFB on the City's website. Two of which are local vendors, and

WHEREAS, proposals were formally opened in the City Clerk's office. Seven (7) companies chose to respond. One of which is a local vendor, and

WHEREAS, an evaluation committee comprised of Information Technology Division staff evaluated the proposals based on the selection criteria listed in the RFP. The Purchasing Division facilitated the evaluation process. Based on being ranked highest in total evaluation criteria, the committee recommended award of proposal and contract for Storage Area Network Systems (SANS) to Solid Networks Inc., Modesto, CA , and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2013-14, in account # 5230-07510-57005, 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 contract for Storage Area Network Systems (SANS) to Solid Networks Inc., 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 proposal and contract for furnishing and installation of Storage Area Network Systems (SANS) to Solid Networks, Inc., Modesto, CA, for an estimated total cost of $336,054.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the contract for an estimated total cost of $336,054.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-127

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE NORTHPOINTE BASIN IMPROVEMENTS PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH BRENEMAN, INC. OF WALNUT CREEK, CALIFORNIA IN THE AMOUNT OF $105,380.00, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the NorthPointe Basin Improvements project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the NorthPointe Basin Improvements project were opened at 11:00 a.m. on March 11, 2014, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $105,380.00 received from Breneman, Inc. of Walnut Creek, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Breneman, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the NorthPointe Basin Improvements project, accepts the bid of Breneman, Inc. of Walnut Creek, California in the amount of $105,380.00, and awards Breneman, Inc. the contract for the NorthPointe Basin 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 April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-128

RESOLUTION APPROVING AN AGREEMENT WITH STANISLAUS COUNTY FOR THE OPERATION AND MAINTENANCE OF THE COMPLETED SEWER SYSTEM FOR THE PARKLAWN NEIGHBORHOOD, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT, AND APPROVING A BLANKET WILL-SERVE LETTER FOR EACH OF THE 326 LOTS IN THE PARKLAWN NEIGHBORHOOD

WHEREAS, Stanislaus County has 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 failing septic tanks and connect to the City of Modesto's sewer system, and

WHEREAS, the City has submitted an application to LAFCO seeking approval for the extension of the City's sewer service boundary to include the Parklawn Neighborhood, and is expecting review and approval in May 2014, and

WHEREAS, the purpose of the Agreement is to memorialize the agreed upon responsibilities as follows:

- City and County will jointly inspect the project, and the County will reimburse the City for its costs, and
- County will design and construct the project at no cost to City
- After construction complete, County will transfer ownership of project improvements to City
- County will pre-pay connection fees for 326 lots for the Parklawn Community up to $1.596 million (which includes sewer subtrunk fee, Wastewater Capacity Charge (WWCC), and Outside Service fee)
    - Commercial lots within Parklawn will be credited residential WWCC, and may need to pay additional WWCC depending on type of business
- City certifies that sewer service rates are at least 2% of Parklawn community median household income

WHEREAS, additionally staff requested approval for a blanket Will-serve Letter to expedite signing up for sewer service for the 326 lots in the Parklawn community, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Agreement with Stanislaus County for the operation and maintenance of the completed sewer system for the Parklawn Neighborhood.

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

BE IT FURTHER RESOLVED that a blanket Will-serve letter for the 326 lots is hereby approved to expedite the signing up for sewer service in the Parklawn Neighborhood.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of April, 2014, 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 LINDGREN, Interim City Attorney

RESCINDED
Print
APR 26 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-181

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-129

A RESOLUTION RESCINDING RESOLUTION 2013-131 ESTABLISHING FEES FOR THE PROVISION OF SEWER SERVICE FOR FISCAL YEARS 2015 THROUGH 2018, AND REVISING THE ANNUAL RATE REVIEW TO A BIENNIAL RATE REVIEW IN CONJUNCTION WITH THE WASTEWATER MASTER PLAN UPDATE

WHEREAS, Section 11-6.09 of the Modesto Municipal Code authorizes the Council to establish sewer service charges from time to time by resolution, and

WHEREAS, the Council has previously established sewer service charges, and

WHEREAS, Proposition 218 was passed in November of 1996 and became effective with respect to sewer rates on July 1, 1997, and

WHEREAS, on July 24, 2007, the Council held a public hearing pursuant to Proposition 218 with respect to adjustment of sewer rates, and

WHEREAS, notices of a sewer rate adjustment and public hearing were mailed on June 8, 2007 to sewer customers, and

WHEREAS, insufficient protests were made to defeat imposition of the sewer rate adjustments resulting in increases in some cases, and

WHEREAS, City Council adopted Resolution 2007-463 which established maximum wastewater rates beginning August 1, 2007, and updated each July 1st through the year 2011, and

WHEREAS, the Final Master Environmental Impact Report for the WWMP was completed (State Clearing House No. 2006052076) and adopted by the City Council on March 13, 2007 by Resolution No. 2007-178, and

WHEREAS, City Council rescinded all previous sewer fee resolutions on May 25,

2010 by Resolution No. 2010-222 and adopted a new five-year rate plan for Fiscal Years 2011-2015, and

WHEREAS, on April 3, 2012, the City Council, by Resolution No. 2012-135, rescinded all previous sewer fee resolutions and adopted a new five-year rate plan for Fiscal Years 2013 – 2017, and

WHEREAS, on April 9, 2013, the City Council, by Resolution No. 2013-131, rescinded all previous sewer fee resolutions and adopted a new five-year rate plan for Fiscal Years 2014 – 2018, and

WHEREAS, the report titled, "2014 Evaluation of Wastewater Rates," analysis shows that the projected costs and revenues are tracking reasonably close to what was projected in the 2013 report, and

WHEREAS, this report also shows that it would be possible to implement alternative rate plans primarily due to the following factors:

- Relatively stable customer characteristics and discharges
- Operating costs - maintain inflation assumptions from 2013 Report
- Capital program - adjusted cash flow to reflect the reprioritization of projects from 2013 Report
- Debt financing - State Revolving Fund (SRF) financing
- Healthy fund balance – sufficient wastewater reserves were a result of realized construction cost savings, project deferrals, successful acquisition of a construction grant, and favorable SRF loan terms

WHEREAS, Staff has reviewed the Capital Improvement Program (CIP) and operations budgets of the Wastewater Enterprise Fund for both the current and upcoming fiscal years with the goal of minimizing any rate increase proposals for FY 2015 and beyond, and

WHEREAS, in order to maintain an adequate debt coverage ratio, operating

reserves, and to continue funding the planned CIPs and operational increases over the next four years, a series of rate increases will be required, and

WHEREAS, these series of rate increases do not exceed the maximum wastewater rates allowed by City Council Resolution 2007-463, and

WHEREAS, on March 24, 2014, the Finance Committee recommended that City Council adopt a series of wastewater rate increases, shown as Scenario 4 in the "2014 Evaluation of Wastewater Rates" report.

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

SECTION 1. DEFINITIONS. Unless the context requires a different meaning, for the purposes of this resolution the definitions set forth in Section 5-6.103 of Chapter 6 of Title 5 of the Modesto Municipal Code entitled "DEFINITIONS" shall apply.

1. Director: The City officer(s) or designee(s) in charge of utilities.

2. Monthly account charge: A monthly fee charged to every sewer account to pay the actual fixed sewer system costs not allocable to sewer flow and strength components.

3. Person. Any individual, partnership, corporation or other legal entity whatsoever applying for or receiving City sewer service.

SECTION 2. SEWER SERVICE CHARGES FOR RESIDENTIAL SERVICE. Each person receiving residential sewer service shall pay a sewer service charge to the City in accordance with the following rates:

(a) The maximum monthly sewer service charges for dwelling units, mobile homes and mobile home spaces in mobile home parks shall be as follows:

	Year 1	Year 2	Year 3	Year 4
Maximum Residential Rates	1-Jul-14	1-Jul-15	1-Jul-16	1-Jul-17
Monthly Account Charge ($/Account)	$4.22	$4.34	$4.51	$4.73

plus Dwelling Unit Charge ($/Dwelling Unit)				
Single Family Residential, Mobile Home on a lot	$26.78	$27.58	$28.68	$30.11
Multiple Family (2-4 Dwelling Units), one additional Dwelling Unit or Mobile Home on a lot	$22.98	$23.67	$24.62	$25.85
Apartments (5 or more Dwelling Units), Mobile Home Space in a Mobile Home Park	$17.44	$17.96	$18.68	$19.61

SECTION 3. SEWER SERVICE CHARGES FOR COMMERCIAL SERVICE.

Each person receiving commercial sewer service shall pay a maximum sewer service charge to the City in accordance with the following rates:

(a) Commercial users shall be grouped according to Biochemical Oxygen Demand (hereinafter referred to as BOD) and Total Suspended Solids (hereinafter referred to as TSS) strength characteristics and shall pay sewer service charges based on the quantity of water used, and the waste strength characteristics measured in milligrams per liter (hereinafter referred to as mg/l). The Director shall determine the waste strength characteristics of commercial users and assign them to one of the following commercial users groups:

	Year 1	Year 2	Year 3	Year 4
Maximum Commercial Rates	1-Jul-14	1-Jul-15	1-Jul-16	1-Jul-17
Monthly Account Charge ($/Account)	$4.22	$4.34	$4.51	$4.73
plus Quantity Charge ($/100 cubic feet)				
Group 1-BOD + TSS is 400 mg/l or less	$2.27	$2.35	$2.45	$2.58
Group 2-BOD + TSS is 401 mg/l to 900 mg/l	$2.79	$2.89	$3.03	$3.20
Group 3-BOD + TSS is 901 mg/l to 1,400 mg/l	$3.33	$3.45	$3.61	$3.82
Group 4-BOD + TSS is 1,401 mg/l or more	$3.95	$4.11	$4.32	$4.58

(b) Commercial users shall have all water used on the premises metered in order to determine the users' sewer service charges.

(1) Commercial users on a public water system other than the City's shall obtain a metered water service from the water purveyor and shall pay the sewer service charge which would be made were such water from the City's water system.

(2) Commercial users receiving any water from a private source shall allow the City to furnish, install and maintain a water meter with the user paying for the cost of the meter and installation. The user shall pay the sewer service charge which would be made were such water from the City's water system. Authorization shall be granted to City from user to install, read and maintain said meter by user executing an agreement on a form furnished by the Director.

(c) In the case of existing meters which are under the ownership of users, the City will assume responsibility for maintenance of such meters upon:

(1) Receipt of transfer of title from the owner in a form satisfactory to the Director, and

(2) Authorization being granted to City for reading and maintaining the meter as set forth in paragraph (b) above.

(d) Churches, assembly halls and similar facilities shall be considered Group 1.

(e) Schools Districts will have their wastewater flow computed by either of the following methods at their discretion:

(1) School Districts may elect to be billed on water consumption as a Group 1 Commercial discharger.

a. A one-time inspection by the City's Water Division staff to confirm there is no indoor water use on the outdoor use meter will be done at no charge to the District.

b. An annual audit and site inspection will be conducted by the City and paid for by the District.

1. Inspection fee will be based on time and materials.

(2) School Districts that have not separated all of their outdoor water systems may elect to continue to be billed based on estimates of the average volume per pupil/staff times the average daily attendance (ADA) of pupils plus staff.

a. School District will be required to enter into an agreement with the City consenting to be billed on an ADA basis.

b. The Director is authorized to enter into these agreements with the School Districts on behalf of the City.

c. Should the School District fail or refuse to enter into the above noted agreement, District will be billed based on water consumption until an agreement is executed.

(3) For School Districts planning to separate their outdoor water systems in the future, the City will provide the option to be billed on water consumption on an annual basis.

SECTION 4. SEWER SERVICE CHARGES FOR INDUSTRIAL SERVICE.

Each person receiving industrial sewer service shall pay a maximum sewer service charge to the City in accordance with the following rates:

(a) The monthly sewer service charges for industrial users shall be at the following rate of per million gallons of total flow.

Maximum Industrial (Major and Minor) Rates	Year 1 1-Jul-14	Year 2 1-Jul-15	Year 3 1-Jul-16	Year 4 1-Jul-17
Monthly Account Charge ($/Account)	$4.22	$4.34	$4.51	$4.73
plus Quantity Charges (these three components are additive)				
Flow Charge ($/Million gallons)	$2,472	$2,534	$2,623	$2,741
BOD Charge ($/1,000 lbs)	$122	$129	$138	$149
TSS Charge ($/1,000 lbs)	$214	$224	$237	$253

(1) If the Industry has an effluent meter for industrial flow measurement and a sanitary sewage meter, the total flow shall be the sum of the metered flows.

Sanitary Sewage Flow: If Industry has an unmetered connection for disposal of sanitary sewage, the estimated volume may be established by the Director. The estimated volume shall be based on the number and type of plumbing fixture units contributing to the system along with any other flow information available which indicates the total volume of sanitary sewage.

(2) In the absence of an effluent meter, an influent meter shall be used, and total flow shall be based upon the influent meter reading.

(3) The BOD and TSS charges for industrial and sanitary discharges shall be based on the measured or estimated BOD and TSS for each type of flow.

SECTION 5. FLOW ESTIMATES. The Director will estimate flow where he/she determines metered flow measurements are unreliable.

SECTION 6. SEWER SERVICE CHARGES FOR DUMPING OF SEPTIC WASTE AT THE SEWAGE TREATMENT PLANT.

Charge	Year 1 1-Jul-14	Year 2 1-Jul-15	Year 3 1-Jul-16	Year 4 1-Jul-17
Flow charge per 1,000 gallons	$64	$67	$71	$76

SECTION 7. INFLATOR INDEX AND REASSESSMENT OF COST OF SERVICE. The cost of service set forth above shall be re-examined not less than every four years by professionals competent in the field. Such professionals shall provide a report to the City updating both the fixed and volume based costs as appropriate and as recommended to the Council by the Director and Director of Finance. Beginning on July 1, 2018 and annually thereafter, the Director of Finance with the concurrence of the Director, shall have the authority to adjust the above rates by an amount not to exceed the not-seasonally-adjusted annual percentage increase in the April Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco CMSA that is currently prepared by the Department of Finance.

SECTION 8. SULFIDE CORROSION CHARGES. Any wastewater discharge which exceeds 0.5 parts per million of sulfides shall pay a sulfide corrosion charge, an impact fee, determined on a case-by-case basis as follows:

(a) The projected accelerated corrosion of collection system pipes and pump stations will be calculated based on the EPA Pomeroy Model for Sulfide Corrosion (EPA Design Manual, EPA/625/1-85-018, Section 2.5.2.1 - Corrosion Predictive Model).

(b) The sulfide corrosion charge will then be calculated based on the actual pipes and pump stations, up to the Water Quality Control Plant Headworks, impacted by the discharge, and on the current estimates of replacement costs and the time value of money.

(c) Discharges of sulfide above 0.5 ppm shall also not have a pH lower than 7.

(d) The discharger may request that the sulfide charge be recalculated each year, if the amount of sulfide discharged is documented as having changed significantly from the previous year. The discharger may elect to receive the billing for this service charge on an annual or monthly basis. No prepayment discount will apply.

(e) This service charge is an impact fee based on sulfide crown corrosion of collection system pipes and pumping facilities. It is not intended to compensate the City for increased corrosion or odor generation in the Water Quality Control Plant. It is not intended to liquidate the responsibility of a party whose wastewater discharge escapes from the collection system causing soil or groundwater contamination. Discharge of concentrated sulfides under the provisions of this section constitutes acceptance of these terms.

SECTION 9. SEWAGE TREATMENT FOR OUTSIDE PUBLIC AGENCIES. Pursuant to agreements approved from time to time by the City Council and the City Attorney (as to form), other public agencies will own and operate, and the City of Modesto will accept and treat sewage collected from, sewer systems external to the City and City's Sewer District No. 1.

SECTION 10. EFFECTIVE DATE. This resolution shall go into effect and be in full force and operation on and after July 1, 2014.

SECTION 11. RESCINDING PRIOR RESOLUTIONS. All previous sewer fees resolutions are hereby rescinded effective July 1, 2014.

SECTION 12. BIENNIAL REVIEW OF ADOPTED RATE INCREASES. The City Council, shall conduct a biennial review of each adopted sewer rate increase prior to its implementation in conjunction with completion of the Wastewater Master Plan Update. Said review shall be completed by the City Council at least sixty days in advance of the new sewer rate becoming effective. The rates shown in this resolution shall be implemented on the dates shown unless City Council takes action otherwise.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of April, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-130

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE SUTTER TREATMENT PLANT IMPROVEMENTS PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH R.E. SMITH CONTRACTOR, INC., OF NEWCASTLE, CALIFORNIA IN THE AMOUNT OF $1,977,000.00, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Sutter Treatment Plant Improvements project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Sutter Treatment Plant Improvements project were opened at 11:00 a.m. on March 18, 2014, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $1,977,000.00 received from R.E. Smith Contractor, Inc., of Newcastle, California be accepted as the lowest responsible and responsive bid and the contract be awarded to R.E. Smith Contractor, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Sutter Treatment Plant Improvements project, accepts the bid of R.E. Smith Contractor, Inc., of Newcastle, California in the amount of $1,977,000.00, and awards R.E. Smith Contractor, Inc. the contract for the Sutter Treatment Plant Improvements.

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 April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-131

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $172,595 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE SUTTER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $172,595, in order to fund construction, contingency, construction administration and engineering support during construction for the Sutter Treatment Plant Improvements project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 8th day of April, 2014, 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, Interim City Attorney

Exhibit A

Due to the increase of estimated construction administration and engineering/design/administration costs for CIP Account #100738 "Sutter Treatment Plant Improvements", the total project costs need to be increased by $172,595. This would be done by adjusting Construction by ($23,000), Contingency by ($41,840), Construction Administration by $37,661, and Engineering/Design/Administration by $199,774.

To fund the above account, $172,595 will be transferred from Wastewater Fund Reserves into CIP Project 100738 for the Sutter Treatment Plant Improvements project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-132

RESOLUTION APPROVING THE 2014 IMPROVEMENT FINANCING AGREEMENT WITH MODESTO IRRIGATION DISTRICT IN THE AMOUNT OF $2.71 MILLION FOR THE TERMINAL RESERVOIR BYPASS PIPELINE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto and Modesto Irrigation District (MID) have been working together for several years on the Modesto Regional Water Treatment Plant (MRWTP) projects, which supplies treatment surface water to the City, and

WHEREAS, the Amended and Restated Treatment and Delivery Agreement (ARTDA) dated October 11, 2005, is the document that governs the relationship between the City and MID with respect to the treatment and delivery of water by MID to the City, and

WHEREAS, currently MID treats surface water from the Modesto Reservoir through the MRWTP and then pumps the treated water to two large tanks in east Modesto (the Terminal Reservoir), and from there the treated water is pumped into the City's water distribution system, and

WHEREAS, the Terminal Reservoir Bypass Pipeline Project (Bypass Project) will take advantage of the MRWTP system's pressure to circumvent the Terminal Reservoir and directly deliver treated surface water into the City's distribution, and

WHEREAS, circumventing the Terminal Reservoir will result in direct energy cost savings to the City by not having to double pump the water, and

WHEREAS, this project is eligible for a one-time energy rebate from MID's MPower Custom Rebate Program because it will reduce the energy demand at the Terminal Reservoir, and

WHEREAS, the preliminary rebate estimate is over $200,000, and

WHEREAS, based on estimates, the Bypass Project will pay for itself within approximately ten years, and

WHEREAS, the MID Water Policy Committee, which includes members from the Modesto City Council and MID Board members, approved the Project and project costs at its March 3, 2014 meeting, and City staff concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the 2014 Improvement Financing Agreement with Modesto Irrigation District in the amount of $2.71 million for the Terminal Reservoir Bypass Pipeline Project.

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 April, 2014, 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, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-133

RESOLUTION AUTHORIZING THE APPROPRIATION OF $500,000 FROM GENERAL FUND RESERVES TO ESTABLISH FUNDING FOR A COMPREHENSIVE UPDATE TO THE MODESTO URBAN AREA GENERAL PLAN

WHEREAS, on January 28, 2014, the City Council confirmed the draft land use diagram for the General Plan Amendment to serve as the basis for the project to be analyzed by the required General Plan Master Environmental Impact Report (MEIR), and

WHEREAS, at this meeting, the City Council also discussed whether or not to undertake a comprehensive update to the Modesto Urban Area General Plan at this time, and

WHEREAS, on March 4, 2014, it was directed that the matter return to the City Council for further discussion and direction regarding commencing a comprehensive update to the Modesto Urban Area General Plan, and

WHEREAS, a comprehensive update to the Modesto Urban Area General Plan is an expensive, time consuming project, and

WHEREAS, funding in the amount of $500,000 would be required from General Fund reserves to fund initial procedures to develop a comprehensive update to the Modesto Urban Area General Plan, and

WHEREAS, additional funding will be needed to continue work on a comprehensive update to the General Plan in FY 2014/15.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appropriation of $500,000 from General Fund Reserves to establish funding for a comprehensive update to the Modesto Urban Area General Plan.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of April, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-134

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 MULTI-YEAR BUDGET TO APPROPRIATE FUNDING IN THE AMOUNT OF $500,000 FROM GENERAL FUND RESERVES TO ESTABLISH THE EXPENSE AND REVENUE BUDGET FOR THE COMPREHENSIVE UPDATE TO THE MODESTO URBAN AREA GENERAL PLAN

WHEREAS, on January 28, 2014, the City Council confirmed the draft land use diagram for the General Plan Amendment to serve as the basis for the project to be analyzed by the required General Plan Master Environmental Impact Report (MEIR), and

WHEREAS, at this meeting, the City Council also discussed whether or not to undertake a comprehensive update to the Modesto Urban Area General Plan at this time, and

WHEREAS, on March 4, 2014, it was directed that the matter return to the City Council for further discussion and direction regarding commencing a comprehensive update to the Modesto Urban Area General Plan, and

WHEREAS, a comprehensive update to the Modesto Urban Area General Plan is an expensive, time consuming project, and

WHEREAS, Council is being asked to consider funding in the amount of $500,000 from General Fund reserves to fund initial procedures to develop a comprehensive update to the Modesto Urban Area General Plan, and

WHEREAS, additional funding will be needed to continue work on a comprehensive update to the General Plan in FY 2014/15, and

WHEREAS, upon City Council approval of the $500,000 of funding from General Fund reserves, the Fiscal Year 2013-2014 Multi-Year Budget will need to be amended to establish the expense and revenue budget for this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the Fiscal Year 2013-2014 Multi-Year Budget to appropriate funding in the amount of $500,000 from General Fund reserves to establish the expense and revenue budget for the comprehensive update to the Modesto Urban Area General Plan, as listed 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 April, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Revenue:

Transfer In from General Fund Reserves	$500,000

Expenses:

MY Project 100XXX – General Plan Update

Professional Services	$500,000

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-135

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 OF SECTION 21-3-9 OF THE ZONING MAP OF THE CITY OF MODESTO TO REZONE 1.81 ACRES FROM PLANNED DEVELOPMENT ZONE, P-D(497) TO LOW DENSITY RESIDENTIAL ZONE, R-1, PROPERTY LOCATED ON THE SOUTH SIDE OF HINTZE AVENUE EAST OF MCHENRY AVENUE (CARY POPE)

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, Cary Pope on behalf of Hahnco Holdings, Inc., has proposed an amendment of Section 21-3-9 of the Zoning Map of the City of Modesto to rezone from Planned Development Zone, P-D(497) to Low Density Residential Zone, R-1, property located on the south side of Hintze Avenue east of McHenry Avenue, 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 2014-04 ("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 March 19, 2014, 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 April 8, 2014, 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 8th day of April, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2014-04

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2014-04

For the proposed:

Hintze Avenue Subdivision

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

February 6, 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 Hintze Avenue 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: Hintze Avenue Subdivision

B. Address or Location: South side of Hintze Avenue, East of McHenry Avenue located at 106 Hintze Avenue

C. Applicant: Cary Pope/HAHNCO Holdings, Inc. 1120 Scenic Drive, Modesto, CA 95350

D. City Contact Person: Rita Doscher

Project Manager: Rita Doscher
Department: Community and Economic Development
Phone Number: (209) 577-5267
E-mail address: rdoscher@modestogov.com

E. Current General Plan Designation(s): MU, Mixed Use

F. Current Zoning Classification(s): Planned Development Zone, P-D497)

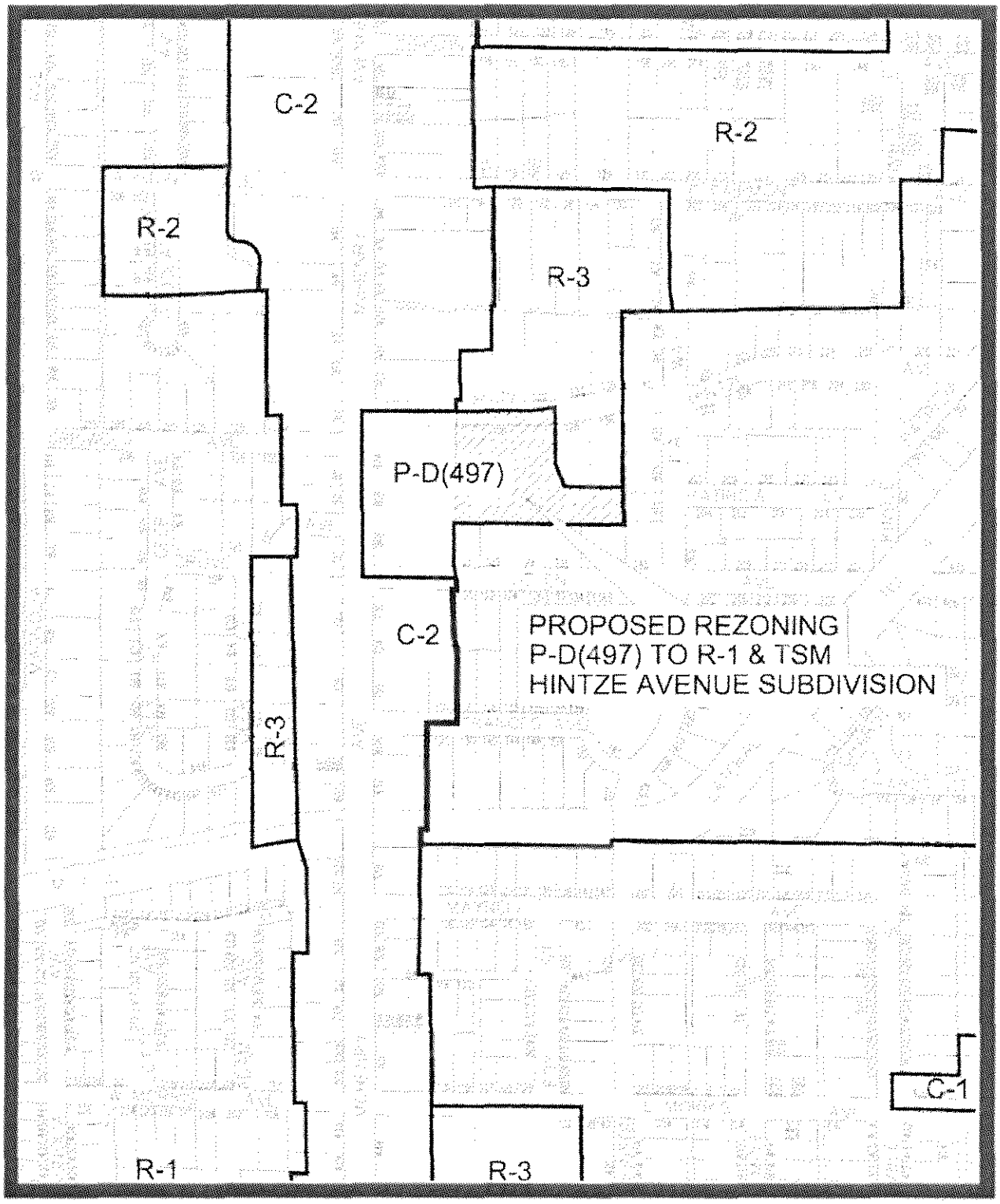
G. Surrounding Land Uses:

North:	Medium-High Density Residential
South:	Single-Family Residential
East:	Single-Family Residential
West:	General Commercial

H. Project Description, including the project type listed in Section II.C

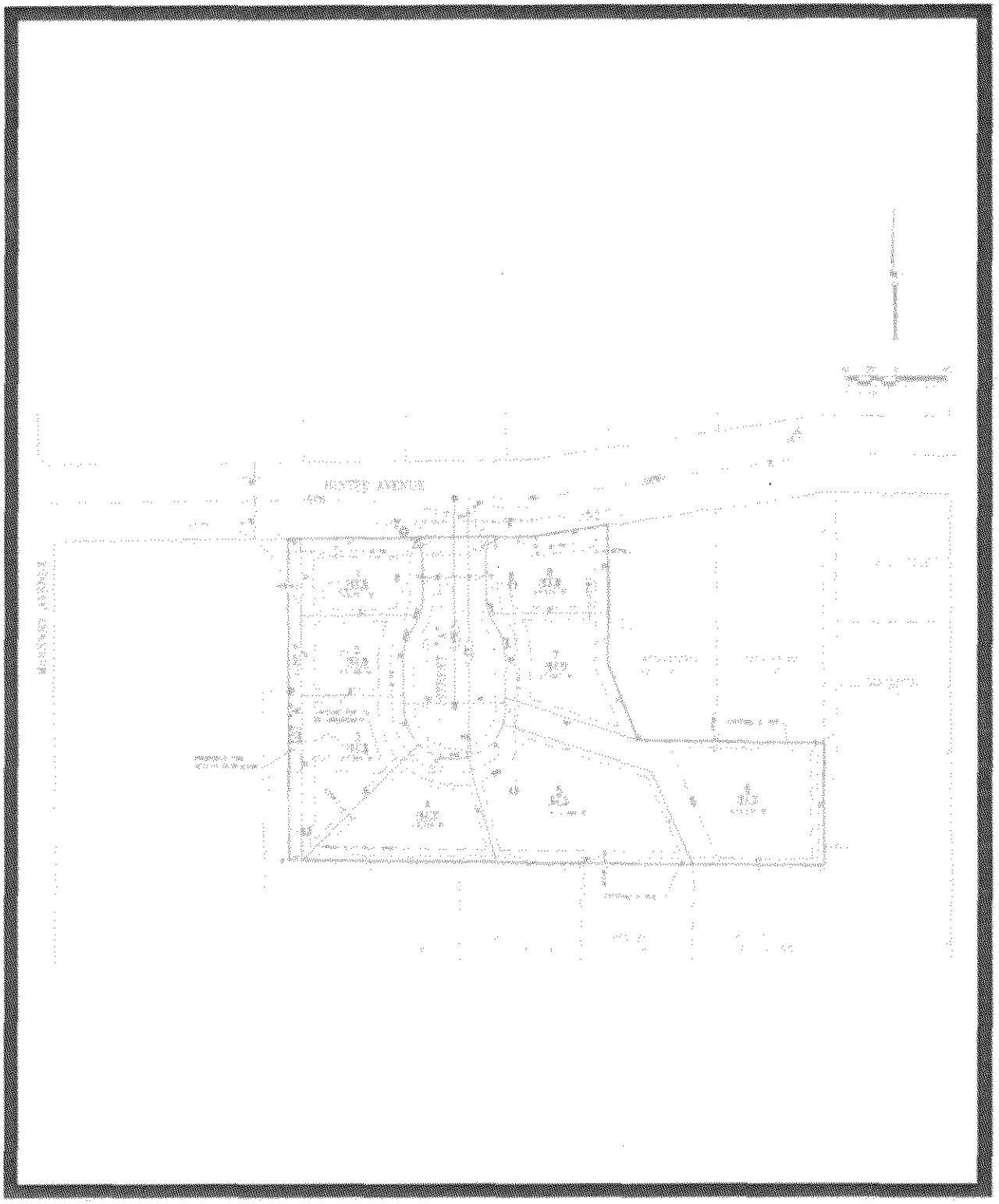
The project includes the development of a 8 lot single-family residential subdivision on a partially vacant 1.86 acre parcel located on the south side of Hintze Avenue, east of McHenry Avenue at 106 Hintze Avenue. There are no structures on site. The entitlement includes the rezoning of the parcel from Planned Development Zone, P-D(497) to R-1, Low Density Residential Zone. Internal streets and utilities will be constructed to serve the proposed subdivision. In addition, Hintze Avenue and Street "A" will be improved to meet City standards as required by the City Engineer.

I. Other Public Agencies Whose Approval is Required:
None



North

AREA MAP OF PROPOSED REZONING P-D(497) TO R-1
& HINTZE AVENUE TENTATIVE SUBDIVISION MAP
TSM-14-001
106 HINTZE AVENUE



PROPOSED TENTATIVE SUBDIVISION MAP
TSM-14-001
106 HINTZE AVENUE

North

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.

	Associate Planner	February 6, 2014
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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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) The project site was used as ancillary parking for the previous use Sundial Restaurant and Lounge and later the Sundial Senior Care Facility. The proposed change to allow an 8 lot subdivision will not result in an increase traffic compared to what was originally projected 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 Fire has requested a 10' fire access dedication along the west property line to afford a fire access road to adjacent western parcel (APN: 112-014-001).

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

(6) The proposed project has been reviewed by Traffic, Planning and Transit staff and 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.

MEIR AQ-20
To be consistent with the SJVAPCD's Air Quality Guidelines for General Plans, the City of Modesto should determine air quality impacts using analysis methods and significance thresholds recommended by the SJVAPCD. (General Plan Policy VII-H.2 [n])

MEIR AQ-26
Review of new development shall be coordinated with SJVAPCD's staff to ensure all projects subject to the SJVAPCD rule 9510 (Indirect Source Review) comply fully with the rule. This rule fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features and onsite approval for a development project, or any portion thereof, which upon full buildout will include any of the following:

- 50 residential units
- 2,000 square feet of commercial space
- 25,000 square feet of light industrial space
- 100,000 square feet of heavy industrial space
- 20,000 square feet of medical office space
- 39,000 square feet of general office space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of recreational space
- 9,000 square feet of space not identified above. (General Plan Policy VII-H.2[u])

MEIR 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 the use.

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

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 proposed project includes the development of vacant land and future development of an 8 lot subdivision on approximately 1.86 acres of land. Air pollution emissions associated with the proposed project would result from construction activities and increased 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 is surrounded on all four sides with land that is developed with residential and commercial uses. The land uses proposed are not in themselves significant contributors to air pollution levels. The primary source of air pollution associated with the development would be traffic related. Since the traffic impacts do not result in a significant impact, there are no traffic-related air quality impacts. The PM10 emissions created through construction activities will be mitigated as called for by the MEIR with the mitigation measure 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 mitigation measure 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:

(1-4) The proposed residential uses are not expected to generate a significant amount of noise. There will be construction noise associated with the project including heavy equipment. Noise mitigation measure N-3 called for by the General Plan for projects within the baseline developed area has been incorporated and will mitigation construction related noise 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 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-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. It is an infill project proposed within the urbanized area of the City. The site is currently vacant and no agricultural land will be converted for the development of the proposed projects.

(2) The project is within the Baseline-Developed area of the City and therefore will not result in the development of land outside the 2008 planning area boundaries.

(3) The project site is not zoned for agriculture nor is it under 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 urban 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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 determined 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 is consistent with the wastewater policies in the General Plan, including Policy V.D.2a, which requires the City to maintain the standards for effluent and biosolids from its wastewater treatment plants as established by the Central Valley Regional Water Quality Control Board, in compliance with the Federal Clean Water Act and the State Porter-Cologne Act. Wastewater for the project will be treated at the City's primary and secondary wastewater treatment plants and discharged into the San Joaquin River. The existing wastewater plants have adequate capacity to serve the project.

(2-3) The project was review by Land Development Engineering Staff who determined there is sufficient capacity in the City's wastewater collection system. The wastewater is ultimately treated at the City's Primary and Secondary treatment plant. According to the Wastewater Master Plan, recent improvements to the Primary and Secondary Plant have resulted in adequate treatment capacity to accommodate the City's anticipated growth through 2030. There is sufficient treatment capacity to serve the project in addition to existing demands.

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 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-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) The project is consistent with the General Plan's land use policies. It is a single-family residential project that is consistent in land use and density to what was assumed by the General Plan and the North Beyer Specific Plan.

(2-4) The project site is not within 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.

(5-6) 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 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-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 is consistent with the archeological and historical resource policies in the General Plan.

(2-3) There are no existing structures on the project site.

(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 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 development is in an area that is served by Rockwells for stormwater. Implementation of City Standards Chapter 5 Section 4.02 for Rockwell design standards in the cul-de-sac will be required. All lots shall be graded from the back to the front to insure all storm water is disposed to right-of-way. Storm drain improvement plans shall be submitted to the City Engineer for review and approval prior to issuance of an Encroachment permit. 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:

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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 project is consistent with the flooding and water quality policies in the General Plan.

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

(3) The project is not located within a 100-year flood plain and is limited to commercial uses.

(4) The project is not located within a 100-year flood plain.

(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 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.

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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 as a parking lot.

(3) The project would not result in an increase in the use of existing park facilities as it only involves the addition of 8 lots, and 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 who indicated no opposition to the project. The site was previously developed as an ancillary parking lot for the Sundial Restaurant and Lounge and later as additional parking for the current Sundial Senior Care Facility.

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 site will be serviced by Fire Station No. 5 at 200 W. Briggsmore Avenue, 1.15 miles distant.

(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, and no indication was given that there would be a problem serving this project.

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 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				
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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Mixed Use in 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 area to the north, east and south is developed with residential uses. There is an existing park to east. The proposed subdivision is consistent with the surround 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:

Traffic and Circulation:

N/A

Degradation of Air Quality:

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

MEIR 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:

N/A

Increased Demand for Storm Drainage:

MEIR 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:

N/A

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. 2014-136

RESOLUTION APPROVING THE CITY OF MODESTO FISCAL YEAR 2014-2015 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ANNUAL ACTION PLAN FOR USE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) FUNDS; AUTHORIZING SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PERTAINING TO THE FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN; 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, as an entitlement community for Housing and Urban Development (HUD), the City of Modesto is required to develop an Annual Action Plan (AAP) that describes anticipated uses of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) funds, and

WHEREAS, the City receives these grants annually because of its population size, number of households living below the poverty line, and the number of housing units that are considered substandard, and

WHEREAS, submittal of an AAP is required to receive the City's entitlement grants from HUD, and

WHEREAS, the Citizens' Housing and Community Development Committee (CH&CDC) recommended support of this item at its March 19, 2014 meeting, and

WHEREAS, preparation of the AAP requires a citizens participation element, including a 30-day public comment period, and

WHEREAS, on March 4, 2014, a public notice was submitted and concluded with a public hearing on April 8, 2014, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, and

WHEREAS, the proposed funding allocations for the Draft 2014-2015 Annual Action Plan will be incorporated into the City of Modesto FY 15 Budget being submitted to City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City of Modesto Fiscal Year 2014-2015 U.S. Department of Housing and Urban Development Annual Action Plan for the use of approximately $1,863,774 in Community Development Block Grant (CDBG) funds, $671,157 in HOME Investment Partnerships Program (HOME) funds, and $124,000 in Emergency Solutions Grant (ESG) funds, a copy of which is on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED that City staff is hereby authorized to submit an application to the U.S. Department of Housing and Urban Development pertaining to the Fiscal Year 2014-2015 Annual Action Plan.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute 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 8th day of April, 2014, 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, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-137

Print

RESOLUTION APPROVING THE ESTIMATED ALLOCATION OF FUNDING IN THE AMOUNT OF $280,147 IN COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE GRANTS, $114,977 EMERGENCY SOLUTIONS GRANTS AND ANY CARRYOVER FUNDS FROM FY 2013-2014; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS

WHEREAS, as an entitlement community for Housing and Urban Development, the City of Modesto is required to develop an Annual Action Plan (AAP) that describes anticipated uses of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) funds, and

WHEREAS, the City is obligated to allocate up to fifteen percent (15%) of the CDBG entitlement funds, plus fifteen percent (15%) of program income received during the prior year, to provide a wide range of public service activities to benefit low and moderate-income residents, and

WHEREAS, beginning in FY 2011-12, the City Council approved a two-year funding cycle for CDBG Public Services and ESG grants, which are competitively awarded through a request for proposals (RFP) process, and

WHEREAS, new federal regulations for the ESG program released in late 2011 changed the program focus from emergency shelter and transitional housing to permanent supportive housing for individuals and families experiencing homelessness, and those at risk of experiencing homelessness, and

WHEREAS, the Council-appointed Citizens' Housing & Community Development Committee (CH&CDC) reviews these proposals and makes funding recommendations, and

WHEREAS, these allocations are detailed in the City's AAP, and

WHEREAS, preparation of the AAP requires a citizens participation element, including a 30-day public comment period, and

WHEREAS, the 30-day public comment period began on March 4, 2014, and concluded with a public hearing scheduled for the Council meeting of April 8, 2014, and

WHEREAS, the proposed Public Service funding allocations for the 2014-2015 Annual Action Plan year two cycle will be incorporated into the FY 15 Budget being submitted to City Council for consideration..

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the estimated allocation of Public Service Grant funding in the amount of $280,147 in Community Development Block Grant (CDBG) Public Services, $114,977 in Emergency Solutions Grant (ESG), and any carryover funds from Fiscal Year 2013-2014.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it approves a continued funding commitment to the Public Service and Emergency Solutions grant recipients through Fiscal Year 2014-2015.

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.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of April, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-138

Print

RESOLUTION APPROVING THE SECOND AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN OF THE CITY OF MODESTO REDEVELOPMENT SUCCESSOR AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B)

WHEREAS, on October 17, 2013, the Modesto Redevelopment Successor Agency Oversight Board adopted Resolution 2013-07 approving the City of Modesto Redevelopment Successor Agency Long Range Property Management Plan (the Plan), and

WHEREAS, the Plan was submitted to the State Department of Finance (DOF) on October 24, 2013, and

WHEREAS, City staff was contacted by the DOF to discuss the permissible uses identified in the Plan for the following properties:

1. 11th Street Parking Garage (TSP)
2. 1010 10th Street – 1st Floor Retail Space
3. 1125 9th Street – Parking Garage
4. 1150 9th Street – Centre Plaza; and

WHEREAS, the DOF's position was these properties do not meet the definition of the Government/Public Use designation, and

WHEREAS, based on discussions with DOF staff and the City's legal counsel, the Plan was amended (the Amended Plan) to retain these properties as Government/Public Use until the debts are retired, at which time they would be evaluated for disposition if appropriate, and

WHEREAS, the Amended Plan was approved by the City Council (Resolution No. 2014-70) and Successor Agency (Resolution No. 01-2014) on February 25, 2014 and the Oversight Board (Resolution No. 2014-06) on February 27, 2014, and submitted to the DOF on March 4, 2014, and

WHEREAS, additional discussions with the DOF staff occurred following the submission of the Amended Plan, and

WHEREAS, DOF staff maintained the position that the identified properties do not meet the Government/Public Use designation and must be designated for disposition in order for the Plan to be approved, and

WHEREAS, options regarding this designation were considered, including the option for the City of Modesto to purchase the properties, which requires the execution of a Compensation Agreement with the taxing entities, with the net sales proceeds being distributed to the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, and

WHEREAS, given the long-term contracts restricting the use of the properties, the disposition price for the properties is anticipated to be minimal, and

WHEREAS, the Plan has been amended a second time to designate these properties for sale to the City of Modesto in accordance with the Plan,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Second Amended Long Range Property Management Plan (**Exhibit A**) of the City of Modesto Redevelopment Successor Agency pursuant to Health and Safety Code Section 34191.5(b).

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

DRAFT SECOND AMENDED LONG-RANGE PROPERTY MANAGEMENT PLAN

CITY OF MODESTO REDEVELOPMENT SUCCESSOR AGENCY

MODESTO
CALIFORNIA

APRIL 2014

Prepared By:

Laurie A. Smith
City of Modesto
P.O. Box 642
Modesto, CA 95353
(209) 577-5347
lsmith@modestogov.com

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Property #6: 1150 9th Street - Modesto Centre Plaza 18

Property #7: 777 10th Street - Parking Lot ***(Proposed Courthouse Site)*** 20

3.0 Attachments .....

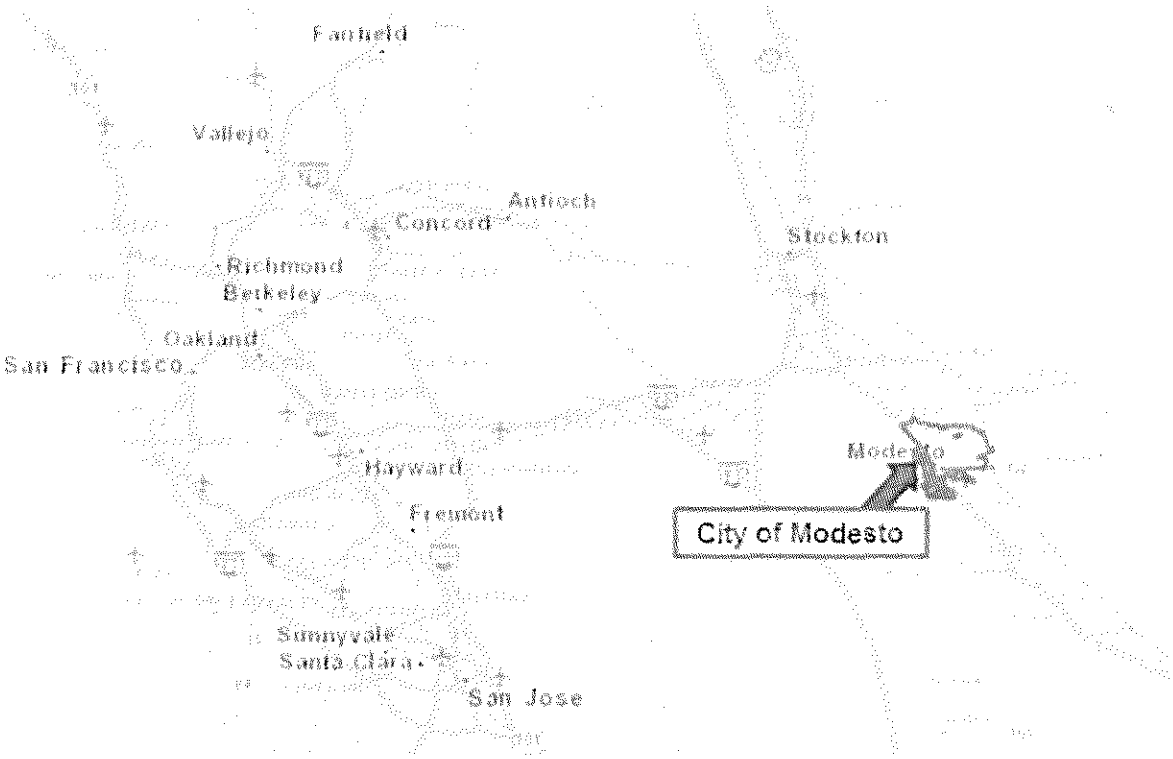
The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Present pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

KOSMONT Companies 865 South Figueroa Street, 30th Floor Los Angeles, California 90017 ph 213 477 2900 fax 213 417 3211

1.0 Introduction

1.1 Background & Purpose

Health and Safety Code Section 34191.5, added by AB 1484 (signed into law on June 27, 2012), requires each Successor Agency ("SA") to prepare and approve a Long-Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. Properties held by a successor agency cannot be disposed of until the State Department of Finance ("DOF") has approved the LRPMP. This document is the LRPMP for the Successor Agency to the former Modesto Redevelopment Agency.



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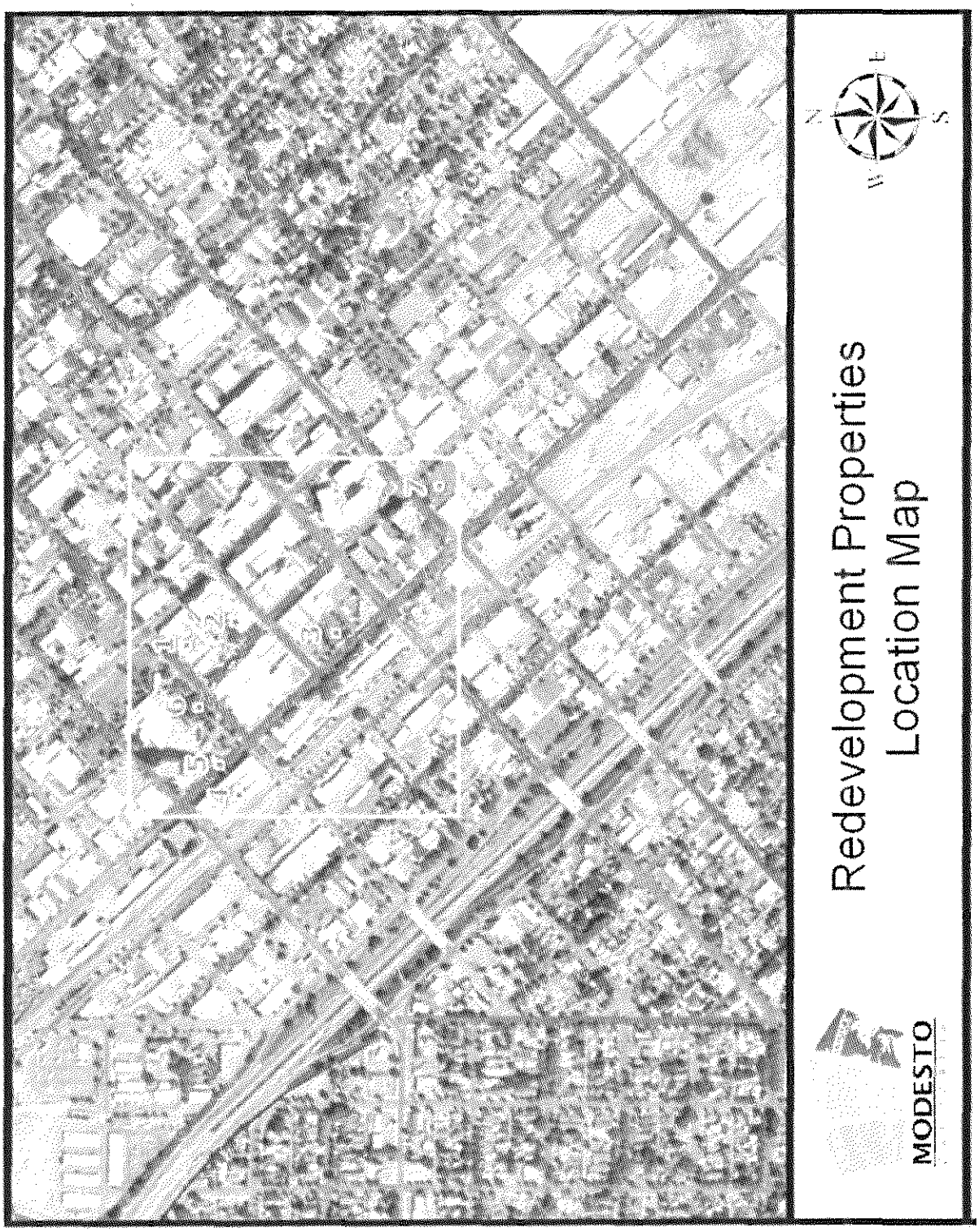
865 South Figueroa Street 35th Floor Los Angeles California 90017 ph 213 417 3000 fax 213 417 3311



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kosmont
865 South Figueroa Street, 38th Floor Los Angeles California 90017 ph 213 417 3080 fax 213 417 3011

1.2 Successor Agency Property Summary

There are eleven (11) parcels/seven (7) properties owned and controlled by the Successor Agency. All eleven (11) parcels/seven (7) properties entail fee simple property.

#	Address/Description	APN	Purpose			
			Public	Econ. Dev.	Sale	Enf. Oblig.
1	11th Street Parking Garage	105-037-032			X*	
2	1010 10th Street - 1st Floor Retail	105-037-033; 105-037-034			X*	
3	9th Street Parking Lot	105-041-021	X	X		
4	1125 9th Street - Parking Garage	105-048-006			X*	
5	9th Street Pedestrian Bridge	105-048-008	X			
6	1150 9th Street - Centre Plaza	105-048-011			X*	
7	777 10th Street - Parking Lot	106-042-001; 106-042,002; 106-042-003; 106-042-004	X	X		

*At or before the retirement of debt, the City will reach compensation agreements with the other taxing entities for Sites #1, #2, #4 and #6 in accordance with all applicable laws and subject to all applicable covenants, contracts, and restrictions affecting the properties.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in pro analyses.

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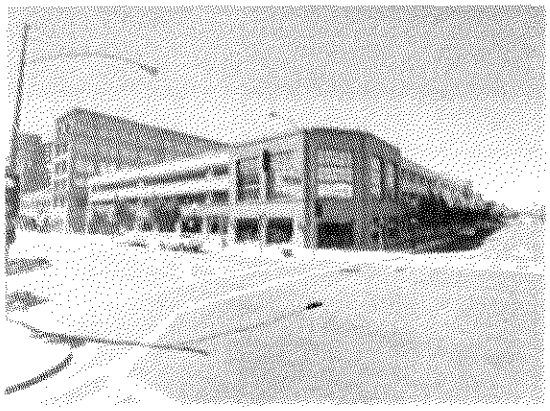
2.0 *Long-Range Property Management Plan (PMP)*

Property #1: 11th Street Parking Garage



Parcel Data – Property #1	
Address	Southwest Corner 11th Street and K Street
APN	105-037-032
Lot Size	1.15 acre (50,094 square feet)
Use	Parking Structure
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	Four-story + basement parking structure *(connected to Tenth Street Place (TSP), City-County Administration Building)*

Acquisition & Valuation Information – Property #1	
Purchase Date	6/29/2001 *(date of existing grant deed in the former RDA name)*
Purchase Price	New Construction
Funding Source	Land purchased with City general fund monies; construction was financed through issuance of bonds secured by Redevelopment Agency tax increment.
Existing Debt	This property is collateral for the Lease Revenue Bonds scheduled to be paid in full on 9/1/2033. Outstanding balance of this debt is $28,493,199.
Purpose	A multi-level public parking facility constructed to serve the City-County Administration building employers and visitors and adjacent office and retail businesses.
Estimate of Current Value	$7,035,624
Method of Valuation	Straight line depreciation on fixed assets.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes only and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.
Kosmont 800 South Figueroa Street, 35th Floor Los Angeles California 90017 ph 213.417.3400 fax 213.417.3411

Revenues Generated by Property & Contractual Requirements – Property #1

Annual revenue generated equals $409,117. A portion of this revenue is derived from the parking fees which are charged as follows:

$1 per hour 6 a.m. to 6 p.m.
$5 flat fee 6 p.m. to 6 a.m.

Additionally, included in that revenue amount are three (3) parking agreements as summarized below:

$38,472 from Centerra Capital (Parking Garage retail space)
$44,250 from Civic Partners (TSP retail space)
$114,411 from AIM Property Management (Cinema)

Annual expenses include:

$281,291 for maintenance
$1,353,104 debt service (FY14 including Tenth Street Place)

The City of Modesto pays for all maintenance out of the City Parking Fund.

City / Successor Agency Lease Agreement

Of the 727 parking spaces, 432 are perpetually reserved under recorded contracts (Attachment A); 377 for government employees and 55 for the office building owned by Centerra Capital, to satisfy downtown parking requirements. In addition, the parking agreement with Civic Partners requires validation of parking for retail business patrons on a first-come, first-served basis. In addition, there is a parking agreement with the Joint Powers Authority per attachment A.

Approximately 52% of the parking spaces are contractually obligated to provide government employee parking for as long as the City-County JPA is in existence and the government agencies continue to operate and provide services in the public structure adjacent to the garage. In addition, the parking agreements with Centerra Capital, and Civic Partners also continue as long as the parking garage and retail and office uses are in existence and open for business, thus limiting resale value.

History of Environmental Contamination or Remediation Efforts – Property #1

None

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #1

Potential for TOD	Not applicable, fully developed as parking structure.
Agency Planning Objectives	Maintaining the property as public parking to support the adjacent City-County government building and retail businesses, is a planning objective identified in former planning Redevelopment Agency planning documents (Attachment C).

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

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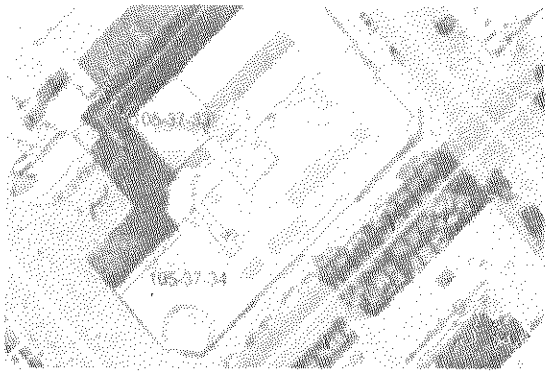
Brief History of Previous Development Proposals and Activities – Property #1	
History	Unknown.

Recommendation for Disposition – Property #1	
SALE	At or before the retirement of debt, the City will reach compensation agreements with the other taxing entities for Sites #1, #2, #4 and #6 in accordance with all applicable laws and subject to all applicable covenants, contracts, and restrictions affecting the properties. The agreement will specify that the net sales proceeds for the disposition will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, provided, however, that this provision shall not be operative if a court order, legislation or Department of Finance policy reverses the DOF's directive regarding such agreements.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Present pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

kosmont 865 South Figueroa Street 10th Floor Los Angeles California 90017 ph 213 417 5300 fax 213 417 5311

Property #2: 1010 10th Street 1st Floor Retail



Parcel Data – Property #2	
Address	1010 10th Street 1st Floor Retail Condominium Airspace Parcel
APN	105-37-33,105-37-34
Lot Size	26,984 square feet
Use	Ground Floor Retail within City-County Administration Building
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	1st floor retail airspace of the City/County Administration Building

Acquisition & Valuation Information – Property #2	
Purchase Date	8/24/2001 *(date of existing grant deed in the former RDA name)*
Purchase Price	New Construction
Funding Source	Construction of City-County Administration Building was financed by bonds issued by the City-County Capital Improvements and Financing Agency.
Existing Debt	This property is collateral for the Lease Revenue Bonds scheduled to be paid in full on 9/1/2033. Outstanding balance of this debt is $28,493,199.
Purpose	First floor retail/office leasable airspace in the multi-story joint administration building from which both the City of Modesto and County of Stanislaus operate. The space primarily services the users of the City-County Administration Building.
Estimate of Current Value	$956,912
Method of Valuation	Straight line depreciation on fixed assets.

The analyses, projections, assumptions, rates of return and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

kosmont companies 865 South Figueroa Street, 35th Floor Los Angeles California 90017 ph 213.417.3500 fax 213.417.3511

Revenues Generated by Property & Contractual Requirements – Property #2	
	Annual Revenues:$106,294 Annual Maintenance Costs: $63,017 Annual Debt Service: a portion of $1,353,104 *(in conjunction with debt service on the 11th Street Parking Garage)*
Agreements Affecting the Condominium Parcel	The Redevelopment Agency has a Lease Agreement with Option to Purchase with Civic Partners Modesto, Inc., on the first floor retail airspace of 1010 10th Street. The Agreement provides for a purchase price of $1,605,962; the option can be exercised at any time during the lease; the lease term runs through 2032. In addition, the condominium airspace is subject to several other agreements, including a Reciprocal Easement and Maintenance Agreement, and Conditions, Covenants and Restrictions for the City-County Administration Building.

History of Environmental Contamination or Remediation Efforts – Property #2
None

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property # 2	
Potential for TOD	Not applicable, fully developed as airspace within a governmental building.
Agency Planning Objectives	Dependent upon the terms of the Lease Agreement with Option to Purchase By and Between Redevelopment Agency of the City of Modesto and Civic Partners Modesto, Inc. and the public financing bonds.

Brief History of Previous Development Proposals and Activities – Property # 2	
History	Unknown.

Recommendation for Disposition – Property # 2	
SALE	At or before the retirement of debt, the City will reach compensation agreements with the other taxing entities for Sites #1, #2, #4 and #6 in accordance with all applicable laws and subject to all applicable covenants, contracts, and restrictions affecting the properties. The agreement will specify that the net sales proceeds for the disposition will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, provided, however, that this provision shall not be operative if a court order, legislation or Department of Finance policy reverses the DOF's directive regarding such agreements.

The analyses, projections, assumptions, rates of return, and any estimates presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.
KIMMONS 865 South Figueroa Street 35th Floor Los Angeles California 90017 ph 213.417.5500 fax 213.417.5511

Property #3: 9th Street Parking Lot

Parcel Data – Property #3	
Address	9th Street Parking Lot
APN	105-041-021
Lot Size	19,040 square feet
Use	Parking Lot
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	Flat parking lot

Acquisition & Valuation Information – Property #3	
Purchase Date	12/1/1994 *(date of existing grant deed in the former RDA name)*
Purchase Price	$0
Funding Source	Purchased with City of Modesto general fund monies and transferred without consideration to the Redevelopment Agency for potential development.
Existing Debt	None.
Purpose	As the potential project did not occur, the property has been used, operated and maintained by the City of Modesto continuously as a surface parking lot. Title should have been transferred back to the city, but was not.
Estimate of Current Value	Due to the nature of the reporting of fixed assets, this property is not clearly identifiable in records and therefore an estimate of current value is unknown.
Method of Valuation	N/A

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project per diems and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

KOSMONT companies 865 South Figueroa Street, 38th Floor Los Angeles California 90017 ph 213.417.3500 fax 213.417.3511

Revenues Generated by Property & Contractual Requirements – Property #3	
City / Successor Agency Lease Agreement	Annual revenue generated equals $30,727. This revenue is derived from the parking fees which are charged as follows: $1 per hour 6 a.m. to 6 p.m. $5 flat fee 6 p.m. to 6 a.m. The annual maintenance of this parcel is $16,250. City pays for all maintenance costs.

History of Environmental Contamination or Remediation Efforts – Property #3	
None	Unknown.

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #3	
Potential for TOD	The property supports the Modesto Downtown Transportation Center which resides across 9th Street and runs Amtrak, ACE, a connection to BART, Greyhound buses, and all Modesto Area Express lines.
Agency Planning Objectives	The property should be transferred back to the City of Modesto for continued use as a surface parking lot.

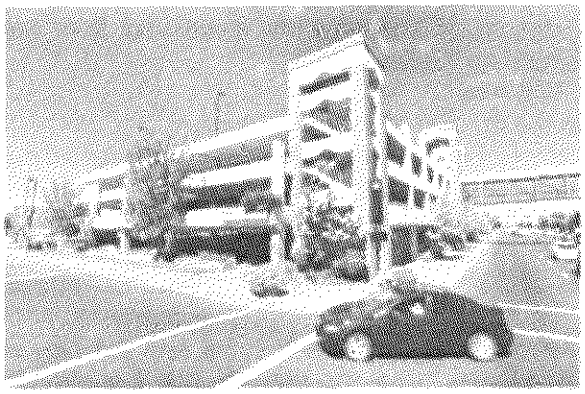
Brief History of Previous Development Proposals and Activities – Property #3	
History	The proposed development with McDonald's Corporation for the development of a restaurant, associated parking and landscaping, trash enclosures and restorative work on adjacent parking lot never occurred. It has been used for many years as a City parking lot.

Recommendation for Disposition – Property #3	
Retain as Government/Public Use	Transfer to the City of Modesto. This property was previously owned by the City of Modesto and was conveyed to the Redevelopment Agency for a potential project which never occurred. No Redevelopment Agency funds were used to acquire or maintain the property. The Resolution related to this transfer specifically states "...and the Site will not be acquired by the Agency, either directly or indirectly, with tax increment monies..." (Attachment D)

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

kosmont
865 South Figueroa Street, 35th Floor Los Angeles California 90017 tel 213 417 5300 fax 213 417 5311

Property #4: 1125 9th Street Parking Garage



Parcel Data – Property #4	
Address	1125 9th Street Parking Garage
APN	105-048-006
Lot Size	70,567 square feet
Use	Parking Garage
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	Four-story parking garage

Acquisition & Valuation Information – Property #4	
Purchase Date	6/30/1988 *(date placed in service as a fixed asset)*
Purchase Price	Construction financing costs (see below)
Funding Source	Underlying land was purchased using City general fund monies; construction loan/financing obtained by pledging tax increment.
Existing Debt	This property (along with Properties Nos. 5 and 6) is collateral for the Certificates of Participation scheduled to be paid in full on 11/2/2023. Outstanding balance of this debt is $20,933,535.
Purpose	A multi-level parking garage serving the City's Community Center and DoubleTree Hotel.
Estimate of Current Value	$1,714,740
Method of Valuation	Straight line depreciation on fixed assets.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forms and tax credits are projections only. Actual results may differ materially from those expressed in this analysis.

KOSMONT COMPANIES 865 South Figueroa Street 36th Floor Los Angeles California 90017 ph 213 417 3300 fax 213 417 3311

Revenues Generated by Property & Contractual Requirements – Property #4	
Agreements Affecting Garage	Annual revenue generated equals $175,051 which are deposited into the City's Parking Fund. A portion of this revenue is derived from the parking fees which are charged as follows: $1 per hour 6 a.m. to 6 p.m. $5 flat fee 6 p.m. to 6 a.m. Included in that revenue amount is an agreement with the DoubleTree Hotel in the amount of $103,440. The City of Modesto has maintained the garage since it was constructed out of its Parking Fund. This parking structure has 787 parking spaces. As mentioned above, the garage is collateral under the COP financing agreements. In addition, the agreement between the Doubletree Hotel and the City of Modesto allocates 615 parking spaces for use by the DoubleTree employees, office tenants, hotel guests or customers 24 hours a day 7 days a week In addition, the Amendment provides that the City shall have the right to use 120 parking spaces on the roof of the garage until May 31, 2023. The Agreement with the DoubleTree terminates on May 31, 2055 but gives DoubleTree two (2) ten year options to extend.

History of Environmental Contamination or Remediation Efforts – Property #4	
None	This location is part of six properties subject to the Oversight Agreement within a project area as defined in Health and Safety Code Section 33320.1. Passive soil gas surveys conducted by the Regional Water Quality Control Board and consultants to the City of Modesto and the Modesto Redevelopment Agency in 1989 to 1991 and 2000 to 2001, respectively indicate that PCE has entered the subsurface soils from discharge to sanitary sewer lines. **This information is per the Department of Toxic Substances Control ENVIROSTOR database.*

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #4	
Potential for TOD	Not applicable, fully developed as parking structure.
Agency Planning Objectives	Maintaining the property as public parking to support the Modesto Centre Plaza/Community Center ,which is a planning objective identified in former planning Redevelopment Agency planning documents (See Attachment G).

Brief History of Previous Development Proposals and Activities – Property #4	
History	Construction of the existing multi-level parking garage in support of the Community Center.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in the analysis.
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Recommendation for Disposition – Property #4	
SALE	At or before the retirement of debt, the City will reach compensation agreements with the other taxing entities for Sites #1, #2, #4 and #6 in accordance with all applicable laws and subject to all applicable covenants, contracts, and restrictions affecting the properties. The agreement will specify that the net sales proceeds for the disposition will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, provided, however, that this provision shall not be operative if a court order, legislation or Department of Finance policy reverses the DOF's directive regarding such agreements.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in our analyses.

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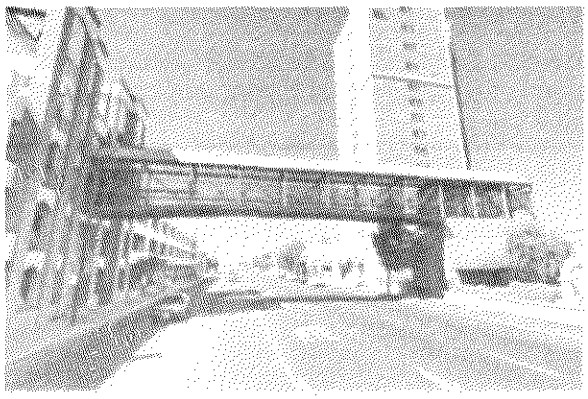
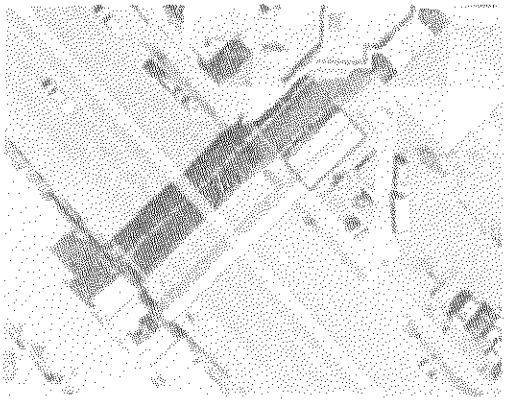
Property #5: 9th Street Pedestrian Bridge





Parcel Data – Property #5	
Address	9th Street Pedestrian Bridge
APN	105-48-08
Lot Size	703 square feet
Use	Pedestrian Bridge
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	703 square foot pedestrian bridge between the parking garage and the City Community Center and DoubleTree hotel.

Acquisition & Valuation Information – Property #5	
Purchase Date	March 23,1984 *(date of existing grant deed in the former RDA name)*
Purchase Price	New Construction
Funding Source	Land was purchased using City general fund monies; construction loan/financing obtained by pledging tax increment.
Existing Debt	This property (along with Properties Nos. 4 and 6) is collateral for the Certificates of Participation scheduled to be paid in full on 11/2/2023. Outstanding balance of this debt is $20,933,535.
Purpose	Public Use
Estimate of Current Value	Due to the nature of the reporting of fixed assets, this property is not clearly identifiable in records and therefore an estimate of current value is unknown.
Method of Valuation	N/A

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

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Revenues Generated by Property & Contractual Requirements – Property #5	
City / Successor Agency Lease Agreement	As mentioned above, the bridge is pledged collateral under the COP financing agreements. There are no revenues for this property nor are there any contractual requirements. The City currently pays for the annual maintenance of the facility which is approximately $16,970. In addition, this property is included in the debt service payments with the Modesto Centre Plaza and the 9th Street Parking Garage – this annual payment is $1,961,450.

History of Environmental Contamination or Remediation Efforts – Property #5	
None	Unknown.

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #5	
Potential for TOD	Not Applicable.
Agency Planning Objectives	Transfer to City to maintain as pedestrian bridge to provide access from parking garage to Modesto Centre Plaza/Community Center.

Brief History of Previous Development Proposals and Activities – Property # 5	
History	Property was developed as a pedestrian bridge in 1988 to support the Modesto Centre Plaza/Community Center as part of the redevelopment project identified in the 1983 RDA Master Plan (Attachment G).

Recommendation for Disposition – Property # 5	
Retain as Government/Public Use	This property will be retained by the City for government use, as its value is undetermined due to no revenue. The City of Modesto desires to take ownership of this property "as is" as it is already responsible for the annual maintenance of this facility.

The analysis, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

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Property #6: 1150 9th Street – Modesto Centre Plaza (Community Center)

Parcel Data – Property #6	
Address	1150 9th Street
APN	105-048-011
Lot Size	181,209 square feet
Use	Community Center: Public & Enforceable Obligations
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	Community Center

Acquisition & Valuation Information – Property #6	
Purchase Date	7/31/1991 *(date of existing grant deed in the former RDA name)*
Purchase Price	New Construction
Funding Source	Land was purchased using City general fund monies; Certificates of Participation were issued to finance construction; tax increments pledged for payment.
Existing Debt	This property (along with Properties Nos. 4 and 5) is collateral for the Certificates of Participation scheduled to be paid in full on 11/2/2023. Outstanding balance of this debt is $20,933,535.
Purpose	Community Center
Estimate of Current Value	$4,001,166
Method of Valuation	Straight line depreciation on fixed assets.

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Revenues Generated by Property & Contractual Requirements – Property #6

City / Successor Agency Lease Agreement

Revenue Generated by Property & Contractual Requirements: Annual revenue generated equals $744,000. This revenue is generally derived from the following sources:

Labor Charges for Services:	$ 24,000
Commissions (Cultural and Tech Services):	$ 230,000
Equipment Rentals:	$ 75,000
Room Rentals:	$ 410,000
Misc.	$ 5,000

In addition to the leases entered into as part of the COP financing, the Modesto Centre Plaza (through the City of Modesto) is under a catering contract with the DoubleTree Hotel (Attachment H). Revenue from this catering contract is included in the line item for "Commissions."

The existing contract expires in May 2019 and has three 10-year extension options. The contract states "DOUBLETREE will have the exclusive right to provide all catering services at the CENTER." Catering Services is defined as "the preparation and serving of food and non-alcoholic beverages at a per-plate, per-person or per-order charge at the CENTER, regardless of the event, including, without limitation, banquest, meetings, conferences, exhibits, trade shows, concerts and any other uses of the CENTER. The exception relates to Non-Profit Organizations which are allowed to "(1) prepare their own food items in the CENTER's kitchen if the food items are prepared by the non-profit organization's members; and (2) supply their own donated alcoholic beverages for hosted functions provided such non-profit organizations pay any corkage fees established by DOUBLETREE from time to time.

Revenue is also received from the Parking Lot which is part of this parcel. Annual revenues total: $52,587. Annual maintenance costs total approximately: $50,000. In addition, this property is included in the debt service payments with the 9th Street Parking Garage and the 9th Street Pedestrian Bridge – this annual payment is $1,961,450. The City is responsible for all maintenance costs of the Center.

History of Environmental Contamination or Remediation Efforts – Property #6

None

Prior to purchase by the City of Modesto, the Modesto Centre Plaza site was occupied by Bradbury's Cleaners. During construction and demolition work at the site, four leaking underground storage tanks used to store Stoddard Solvent were uncovered. Contaminated soils were excavated to 25 feet below ground surface, aerated, and backfilled into the excavation area. **This information is per the Department of Toxic Substances Control ENVIROSTOR database.*

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Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #6	
Potential for TOD	Not applicable, fully developed as a City community center.
Agency Planning Objectives	Maintaining the property as public space to increase tourism downtown as a planning objective identified in the 1983 RDA Master Plan (Attachment G).

Brief History of Previous Development Proposals and Activities – Property #6	
History	Unknown.

Recommendation for Disposition – Property #6	
SALE	At or before the retirement of debt, the City will reach compensation agreements with the other taxing entities for Sites #1, #2, #4 and #6 in accordance with all applicable laws and subject to all applicable covenants, contracts, and restrictions affecting the properties. The agreement will specify that the net sales proceeds for the disposition will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, provided, however, that this provision shall not be operative if a court order, legislation or Department of Finance policy reverses the DOF's directive regarding such agreements.

The analyses, projections, assumptions, rates of return, and all examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

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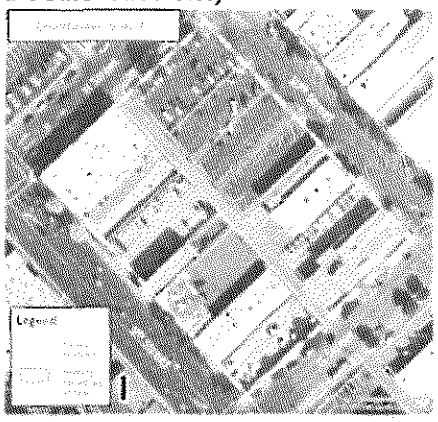
Property #7: 777 10th Street – Parking Lot *(Proposed Courthouse Site)*



Parcel Data – Property #7	
Address	777 10th Street
APN	106-042-001, 106-042-002, 106-042-003, 106-042-004
Lot Size	31,500 square feet
Use	Parking Lot
Zoning	DC (Downtown Core)
Current Title	Modesto Redevelopment Agency
Improvements	Surface Parking Lot

Acquisition & Valuation Information – Property #7	
Purchase Date	1/25/2005
Purchase Price	$0
Funding Source	City of Modesto General Fund – property was transferred without consideration to the Redevelopment Agency for a potential project.
Existing Debt	None.
Purpose	Use from pre-1987 to present is a surface parking lot. These parcels are currently part of an entire block of parcels that the State Administrative Office of the Courts has selected as the future site for the State of California Superior Court Courthouse for Stanislaus County.
Estimate of Current Value	Unknown.
Method of Valuation	A certified appraisal was completed by the State of California Judicial Council Administrative Office of the Court (AOC) in 2011. It is the property of the AOC and has not been released for public disclosure.

The analyses, predictions, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in the analyses.

Revenues Generated by Property & Contractual Requirements – Property #7	
City / Successor Agency Lease Agreement	Annual revenue generated equals $89,266. This revenue is derived from the parking fees which are charged as follows: $1 per hour 6 a.m. to 6 p.m. $5 flat fee 6 p.m. to 6 a.m. Annual maintenance costs for this property are approximately $42,561.22.

History of Environmental Contamination or Remediation Efforts – Property #7	
None	A Phase 2 environmental study was recently conducted by the State of California Administrative Office of the Courts; however, the findings have not been released for public disclosure. In addition, a Phase 1 was conducted as part of a previous development project lead by Team Modesto.

Transit-Oriented Development & Advancement of Agency Planning Objectives – Property #7	
Potential for TOD	The property is located within close proximity (0.2 miles/ 5 minute walk) of the Modesto Downtown Transportation Center, which provides access to Amtrak, ACE, a connection to BART, and all Modesto Area Express lines. Also located next to bus stop for Modesto Area Express, Bus Lines include 25, 34, 37, 38, and 39.
Agency Planning Objectives	These parcels are currently part of an entire block of parcels that the State Administrative Office of the Courts has selected as the future site for the State of California Superior Court Courthouse for Stanislaus County. In addition, these parcels are located along 10th Street which is a focal point in the 2007 RDA Master Plan (Attachment I).

Brief History of Previous Development Proposals and Activities – Property #7	
History	These parcels were originally acquired and owned by the City of Modesto and were the subject of two mixed-use projects which did not come to fruition.

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KOSMONT 865 South Figueroa Street 35th Floor Los Angeles California 90017 ph 213 417 5300 fax 213 417 5311

Recommendation for Disposition – Property #7	
Retain as Government/Public Use	Transfer of these parcels to the City of Modesto in order to meet the State of California Administrative Office of the Courts' deadline for securing the State of California Stanislaus County Superior Courthouse project. In addition, this property was previously owned by the City of Modesto and was conveyed to the Redevelopment Agency for purposes of disposition to a developer pursuant to a DDA. No property tax increment was used to purchase these parcels.

The analysis, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

Lomont
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3.0 Attachments

A. 11th Street Parking Garage Agreements and Assignment of Agreements
B. 1991 – FINAL Environmental Impact Report
C. 1994 RDA Master Plan
D. Civic Partners Lease Agreement
E. DDA between City and RDA for 9th Street Lot/McDonalds
F. Amendment to 9th Street Parking Garage Agreement with DoubleTree Hotel
G. 1983 RDA Master Plan
H. DoubleTree Catering and Concessionaire Agreement
I. 2007 RDA Master Plan

The analysis, procedures, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

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Summary Report: **Litéra® Change-Pro 7.0.0.400 Document Comparison done on 4/8/2014 9:28:32 PM**	
Style Name: Default Style	
Original DMS:iw://iManage/iManage/8701220/1	
Modified DMS: iw://iManage/iManage/8701220/2	
Changes:	
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~~Delete~~	0
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	6

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-139

A RESOLUTION APPROVING THE TRANSFER BY GRANT DEED OF FOUR (4) PARCELS APN 106-042-001, 106-042-002, 106-042-003, AND 106-042-004 FROM THE CITY OF MODESTO REDEVELOPMENT SUCCESSOR AGENCY TO THE CITY OF MODESTO, IN ACCORDANCE WITH THE SECOND AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN, FOR THE PURPOSE OF THE SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE CONSTRUCTION OF THE NEW MODESTO COURTHOUSE PROJECT, SUBJECT TO THE APPROVAL BY THE MODESTO REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD AND THE STATE DEPARTMENT OF FINANCE, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN CERTIFICATE OF ACCEPTANCE(S) FOR REAL PROPERTY (APN 106-042-001, 106-042-002, 106-042-003, AND 106-042-004) AND TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND TO CLOSE ESCROW

WHEREAS, the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (State/AOC) desires to develop a new courthouse for the Superior Court of Stanislaus County and in 2011 selected the city block bounded by G and H Streets, and 9th and 10th Streets (the 10th Street Site) as a potential site, and

WHEREAS, the City Council directed City staff to assist the State/AOC and to negotiate with the AOC project team for acquisition and sale of the 10th Street Site, and

WHEREAS, in June 2013, the State/AOC informed the City of its interest in acquiring the property comprising the 10th Street Site, and

WHEREAS, in a public meeting held March 12, 2014, the Court Facilities Advisory Committee voted to endorse a directive from its Cost Reduction Subcommittee to continue negotiations on the preferred site for the new Modesto Courthouse to be constructed on 10th Street, and

WHEREAS, the four parcels located at 10th Street and H Street in the City of Modesto having APN 106-042-001, 106-042-002, 106-042, 003 and 106-042-004 are within the city block designated by the State/AOC as the preferred site for the new Modesto Courthouse Project, and

WHEREAS, title to the four parcels is held by the former Redevelopment Agency of the City of Modesto, dissolved by operation of law and succeeded by the City of Modesto Redevelopment Successor Agency (Successor Agency), and

WHEREAS, in accordance with the Second Amended Long Range Property Management Plan, the Successor Agency is seeking approval from the State Department of Finance to transfer title to the subject parcels to the City of Modesto to permit the sale to the State/AOC for the new Modesto Courthouse Project. The Department of Finance has conditionally approved the transfer of title and written confirmation is **attached (Exhibit A)**, and

WHEREAS, on April 17, 2014 the Modesto Redevelopment Successor Agency Oversight Board (Oversight Board) will be asked to approve and authorize the Successor Agency to transfer title of the four parcels to the City for the purpose of sale to the State/AOC for the new Modesto Courthouse Project, and

WHEREAS, the City and the State/AOC have successfully negotiated a Property Acquisition Agreement whereby the City agrees to sell and the State/AOC agrees to purchase the 10th Street Site for the new Modesto Courthouse Project so long as multiple conditions are satisfied, including the condition that title of the four parcels is transferred to the City to permit the sale to the State/AOC,

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

that subject to authorization by the Oversight Board to the Successor Agency and the State Department of Finance, in accordance with the Second Amended Long Range Property Management Plan it hereby approves the transfer by grant deed of four parcels APN 106-042-001, 106-042-002, 106-042-003, and 106-042-004 from the Successor Agency to the City for the purpose of the sale to the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts for the new Modesto Courthouse Project, and authorizes the City Manager, or his designee, to execute (1) the Certificate of Acceptance(s) for the real property (APN 106-042-001, 106-042,002, 106-042-003, and 106-042-004) and (2) all necessary and related documents required to complete the transaction, transfer title, and to close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Attachment 2

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

April 3, 2014

Ms. Laurie Smith, Administrative Services Officer
City of Modesto
1010 Tenth Street
Modesto, CA 95354

Dear Ms. Smith:

Subject: Property at 777 10th Street

Pursuant to Health and Safety Code section 34191.5 (b), the City of Modesto Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on October 25, 2013. The LRPMP is currently under Finance's review. However, Finance has completed its review of the LRPMP that is specific to the property located at 777 10th Street.

Based on our review and application of the law, the Agency's plan addressing the property at 777 10th Street will be approved. It is our understanding the Agency intends to transfer the property to the City of Modesto (City) for the development of a courthouse. Since a courthouse meets the definition of a government use property, Finance will approve this proposed disposition.

Outside of the LRPMP, HSC section 34181 (a) authorizes the Agency to transfer ownership of those assets that were constructed and used for government purpose, such as courthouses, to the appropriate jurisdiction. However, the courthouse has yet to be constructed and is not currently being used as a park. Therefore, the transfer of 777 10th Street to the City cannot occur until Finance completes and approves the Agency's entire LRPMP.

Nevertheless, other interested parties can rely on this letter, and conclude that Finance will approve the transfer of 777 10th Street to the City for the development of a courthouse, upon Finance's approval of the Agency's entire LRPMP.

Please direct inquiries to Wendy Griffe, Supervisor or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: on following page

Mr. Stephan Christensen, Budget and Financial Analysis Manager, City of Modesto
Ms. Lauren Klein, Auditor-Controller, Stanislaus County
California State Controller's Office

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-140

Print

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT (AGREEMENT) WITH G & K ENTERPRISES, LLC., FOR THE ACQUISITION OF REAL PROPERTY AT 900 H STREET MODESTO, CA., BEING APN 106-042-012, IN THE AMOUNT OF $2,500,000, FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to

determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, the City of Modesto (City) and G & K ENTERPRISES, LLC. (OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for City's purchase of OWNER's property at 900 H Street, Modesto, CA., being APN 106-042-012, for the new Modesto Courthouse Project, including a purchase price of Two-Million Five Hundred Thousand Dollars ($2,500,000) so long as multiple conditions are satisfied, including the requirement that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with G & K Enterprises, LLC. for acquisition of real property at 900 H Street, Modesto, CA., being APN 106-042-012, for the sum of Two Million Five Hundred Thousand Dollars ($2,500,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this _____ day of _____, 2014, for reference purposes and is entered into by and between G&K Enterprises, LLC, a California limited liability company (hereafter referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals.

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*
APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*
APN 106-042-011	*Curtis Wayne Mote*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 900 "H" Street having APN 106-042-012 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. <u>Sale of Property</u>. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property; and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the beneficial use and enjoyment of the real property, but excluding any removable equipment, personal property, and any fixtures that are removed prior to Close of Escrow in compliance with the terms of Section 13G(7) below.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be Two Million Five Hundred Thousand Dollars ($2,500,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31, 2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except for existing Leases (as that term is defined in Section 7A(2) below) and those approved by State and City, in writing, prior to the Close of Escrow. Subject to State's approval, and the City's review and approval of any further amendments to that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit B ("Preliminary Report"), City tentatively approves exceptions numbered 3, 5-14, 16, and 21 of the Preliminary Report.

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Report, and any exceptions shown in any subsequent amendment to it, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which Escrow closes, if unpaid, shall be paid by Seller in Escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no

obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, and its respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer, and its respective agents, employees, contractors and subcontractors pursuant to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period (except due to Seller's removal of fixtures as provided in Section 13G(7) below or due to Buyer's or its agent's activities on or about the Property), Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property. However, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections by expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases, and/or the termination of tenants' option, right of first refusal, and any other rights to extend the term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy, with liability coverage in the amount of the Purchase Price, and showing fee title to the Property vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1,

2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow).

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

(17) Survival of Provisions. If this Agreement is terminated by Buyer due to the failure of any of the conditions described herein, Buyer's restoration and indemnity obligations under Section 7A(1)(i) shall survive such termination.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents, and the timely deposit by State, of all funds required to be deposited under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer. Buyer shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, prior to the Close of Escrow, Buyer shall cause State to deposit with Escrow Holder, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer shall pay the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer:

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any other person or entity is required for or in connection with the execution and delivery by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(2) hereof; (c) Leases (other than those disclosed pursuant to Section 7A(2) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property (other than as set forth in the Leases); or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(2) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b) uncured notices from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the

Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that comply with Section 7A(14) and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; (iv) the removal of such fixtures does not violate the terms of any lease to which the Property is subject; and (v) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof. Seller hereby notifies Buyer that it wishes to remove a steel safe door in the basement and a sliding steel door in the foyer of the Property, and Buyer hereby approves Seller's removal of said doors, provided the removal complies with subsections (iii), (iv), and (v) of this Section 13G(7). The Parties agree that the doors have sentimental value only and that the failure of Seller to remove them as provided herein will not entitle Seller any compensable damages.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of Buyer to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery

and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. As-Is Sale. Except as explicitly warranted or represented in this Agreement, Seller makes no warranties, representations or assurances relating to the Property or any easements, rights of way, privileges, appurtenances or other rights pertaining thereto, or any surveys, tests, investigations or other reports concerning the Property (collectively "related interests"). Subject to the satisfaction or waiver of the conditions set forth in Section 7(A), and Seller's representations, warranties, and covenants set forth in Section 13 of this Agreement, Seller is transferring the Property and related interests "AS IS", "WITH ALL DEFECTS" and Buyer is relying on the explicit warranties and representations made by Seller in this Agreement as well as its own due diligence inspection, investigation and testing in purchasing the same. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE PROPERTY AND RELATED INTERESTS OR THEIR FITNESS FOR ANY INTENDED USE. UPON THE CLOSE OF ESCROW, BUYER SHALL BE DEEMED TO HAVE BEEN AFFORDED THE OPPORTUNITY TO INSPECT THE PROPERTY AND RELATED INTERESTS ALONG WITH ALL DOCUMENTS AND INSTRUMENTS RELATED THERETO DISCLOSED IN THE PUBLIC RECORD OR DISCLOSED BY SELLER INCLUDING THOSE DOCUMENTS RELATING TO LAND USE ENTITLEMENTS, UTILITIES AND PERMITS AND IS RELYING UPON ITS OWN INSPECTIONS AND ANALYSES OF THE FOREGOING, IN ADDITION TO SELLER'S EXPLICIT WARRANTIES AND REPRESENTATIONS MADE IN THIS AGREEMENT, IN PURCHASING THE PROPERTY AND RELATED INTERESTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTYAS TO THE LOCATION OF THE BOUNDARIES OF THE PROPERTY, THE NUMBER OF SQUARE FEET LOCATED

WITHIN THE PROPERTY, THE QUALITY OR QUANTITY OF WATER OR OTHER UTILITIES, THE FEASIBILITY OF THE PROPERTY, THE PERMISSIBLE USES OF THE PROPERTY AND RELATED INTERESTS, THE EXISTENCE OF CONTAMINATION, POLLUTION OR HAZARDOUS SUBSTANCES UNKNOWN TO SELLER, ENCROACHMENTS OR UNKNOWN ADVERSE CLAIMS OF THIRD PARTIES OR ANY OTHER ASPECT OF THE PROPERTY AND RELATED INTERESTS, IMPROVEMENTS, FIXTURES OR EQUIPMENT.

E. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding (other than such damage or proceeding caused or commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for Buyer's restoration and indemnity obligations under Section 7A(1)(i), or (b) proceed to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller:	G&K Enterprises, LLC 1012 11th Street, Suite 1000 Modesto, CA 95354 Facsimile: N/A Email: N/A
With a copy to:	Michael A. Rein, Esq. 520 13th Street Modesto, CA 95354 Facsimile: (209) 544-3695 Email: mike@reinlaw.net
To Buyer:	City of Modesto Attn: Brent Sinclair 1010 – 10th Street Modesto, CA 95354 Facsimile: _____ Email: bsinclair@modestogov.com
With a copy to:	City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Facsimile: (209) 544-8260 Email: revans@modestogov.com
With a copy to:	Matthew Pacher Damrell, Nelson, Schrimp, Pallios, Pacher & Silva 1601 I Street, 5th Floor Modesto, CA 95354 Facsimile: (209) 526-3534 Email: mpacher@damrell.com
To Escrow Holder:	Chicago Title Company 1700 Standiford Avenue Modesto, CA 95350 Facsimile: (209) 569-7257 Email: haneyk@ctt.com Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a Party hereto against another Party or Parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other Party or Parties arising out of this Agreement, then in that event, the prevailing Party or Parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other Party or Parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

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. 2014-____ adopted by the Council on the _____ day of _____, 2014, and Seller has caused this Agreement to be duly executed. The Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

SELLER

G&K ENTERPRISES, LLC, a California limited liability company

_____
Gregory Reed,
Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lots 25 through 32 in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The South one-half of the Alley lying between the Northwesterly line of Lot Thirty Two, extended Northerly, and the Southeasterly line of Lot Twenty Five, extended Northerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-012

EXHIBIT B
PRELIMINARY REPORT

EXHIBIT C
FORM OF TENANT ESTOPPEL LETTER

_____, 2014

City of Modesto
_____
_____

Re: Lease at _____, Modesto, California

Ladies and Gentlemen:

The undersigned ("Tenant") hereby acknowledges the following information with respect to the premises leased by Tenant at _____ under the lease (the "Lease") described below:

1. Name and mailing address of Tenant:

_____
_____
_____

2. The undersigned is the Tenant under the following described Lease:

_____
_____
_____

3. The Lease, as identified below, is in full force and effect and, except as set forth below, the Lease has not been amended, altered, supplemented, or otherwise modified: _____
_____

4. Landlord currently holds no security deposit and no advance payments, and Tenant has no other claims for security deposits or advance payments except: _____
_____

5. Tenant is currently paying a monthly rent of $_____. Tenant is currently paying monthly operating expense charges, taxes, insurance, and/or other charges of $___ _____. Monthly rent, monthly operating expense, monthly taxes, insurance, and/or other charges are hereafter referred to as "rentals."

6. Rentals accruing under the Lease have been paid through _____, 2014. There are no offsets or credits against rentals payable by Tenant under the Lease nor are there any defenses or counterclaims against rentals payable by Tenant under the Lease. No rental payable under the Lease is in arrears or has been prepaid more than thirty (30) days in advance.

7. Tenant's execution of an Estoppel Certificate notwithstanding, Tenant reserves the right to bring a legal action to require an audit and/or accounting of Landlord's books and records pertaining to rent, operating expenses, taxes, insurance and/or other charges, and to assert any claims arising therefrom ("Claims") against Landlord. Tenant waives the right of offset against future rentals for any Claims against Landlord arising from acts or omissions that occurred prior to the date hereof, and releases Landlord's successors in interest from any such Claims. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of Tenant's right of offset against Landlord's successors in interest arising from acts or omissions that occur after the date such successors in interest take title to the property of which the demised premises are a part.

8. The expiration of the term of the Lease is _____.

9. There are no renewals or extension options with respect to the Lease except as follows:_____

10. There are no expansion or first refusal rights with respect to additional space except as follows: _____

11. Tenant has accepted possession of the premises demised under the Lease, and Landlord has completed or provided in all respects all tenant incentives (e.g. free or reduced rent) and all improvements required to be furnished by Landlord under the Lease. Subject to any audit currently underway or any future audits, Landlord is not in default in the performance of any of Landlord's obligations under the Lease.

12. There are no purchase options under the Lease or other agreements giving Tenant any rights or options to purchase the real property and/or improvements, or any part thereof, on which the space covered by the Lease is located except as follows: _____

It is understood that this letter is being given in contemplation of a sale of the property located at _____, and it is intended that this letter may be relied upon by any purchaser of such property in connection therewith. If there are any conflicts between the terms of this Estoppel Certificate and the Lease, the terms of the Lease will prevail.

TENANT NAME:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
FORM OF GRANT DEED

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-141

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT WITH CURTIS MOTE (OWNER), FOR THE ACQUISITION OF REAL PROPERTY AT 716 9th STREET MODESTO, CA., BEING APN 106-042-011, IN THE AMOUNT OF $325,000 FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to

determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, City of Modesto and Curtis Mote (OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for City's purchase of OWNER's property at 716 9th Street, Modesto, CA., being APN 106-042-011, for the new Modesto Courthouse Project, including a purchase price of Three Hundred Twenty-Five Thousand Dollars ($325,000), so long as multiple conditions are satisfied, including the requirement that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with Curtis Mote for acquisition of real property at 716 9th Street, Modesto, CA., being APN 106-042- 011, for the sum of Three Hundred Twenty-Five Thousand Dollars ($325,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title, and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this _____ day of _____, 2014, for reference purposes and is entered into by and between Curtis Wayne Mote (hereafter collectively referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals.

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*
APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*
APN 106-042-011	*Curtis Wayne Mote*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 716 – 9th Street having APN 106-042-011 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property; and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the beneficial use and enjoyment of the real property, but excluding any removable equipment,

personal property, and any fixtures that are removed prior to Close of Escrow in compliance with the terms of Section 13G(7) below.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be Three Hundred Twenty Five Thousand Dollars ($325,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31, 2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except:

A. Exceptions numbered 3, 5-14, 16, and 21 of that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit B ("Preliminary Title Report").

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Title Report, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which Escrow closes, if unpaid, shall be paid by Seller in Escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following

conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, and its respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer, and its respective agents, employees, contractors and subcontractors pursuant

to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period (except due to Seller's removal of fixtures as provided in Section 13G(7) below or due to Buyer's or its agent's activities on or about the Property), Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property. However, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections by expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases, and/or the termination of tenants' option, right of first refusal, and any other rights to extend the term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy, with liability coverage in the amount of the Purchase Price, and showing fee title to the Property vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1, 2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow).

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

(17) Survival of Provisions. If this Agreement is terminated by Buyer due to the failure of any of the conditions described herein, Buyer's restoration and indemnity obligations under Section 7A(1)(i) shall survive such termination.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents and funds required to be deposited under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer. Buyer shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's representations and warranties set forth herein shall be true and accurate

with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, prior to the Close of Escrow, Buyer shall cause State to deposit with Escrow Holder, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer shale pay the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the

applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant

Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer:

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any

other person or entity is required for or in connection with the execution and delivery by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(2) hereof; (c) Leases (other than those disclosed pursuant to Section 7A(2) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property (other than as set forth in the Leases); or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(2) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b)uncured notices from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for

assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that comply with Section 7A(14) and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; (iv) the removal of such fixtures does not violate the terms of any lease to which the Property is subject; and (v) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of Buyer to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. As-Is Sale. Except as explicitly warranted or represented in this Agreement, Seller makes no warranties, representations or assurances relating to the Property or any easements, rights of way, privileges, appurtenances or other rights pertaining thereto, or any surveys, tests, investigations or other reports concerning the Property (collectively "related interests"). Subject to the satisfaction or waiver of the conditions set forth in Section 7(A), and Seller's representations, warranties, and covenants set forth in Section 13 of this Agreement, Seller is transferring the Property and related interests "AS IS", "WITH ALL DEFECTS" and Buyer is relying on the explicit warranties and representations made by Seller in this Agreement as well as its own due diligence inspection, investigation and testing in purchasing the same. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE PROPERTY AND RELATED INTERESTS OR THEIR FITNESS FOR ANY INTENDED USE. UPON THE CLOSE OF ESCROW, BUYER SHALL BE DEEMED TO HAVE BEEN AFFORDED THE OPPORTUNITY TO INSPECT THE PROPERTY AND RELATED INTERESTS ALONG WITH ALL DOCUMENTS AND INSTRUMENTS RELATED THERETO DISCLOSED IN THE PUBLIC RECORD OR DISCLOSED BY SELLER INCLUDING THOSE DOCUMENTS

RELATING TO LAND USE ENTITLEMENTS, UTILITIES AND PERMITS AND ARE RELYING UPON ITS OWN INSPECTIONS AND ANALYSES OF THE FOREGOING, IN ADDITION TO SELLER'S EXPLICIT WARRANTIES AND REPRESENTATIONS MADE IN THIS AGREEMENT, IN PURCHASING THE PROPERTY AND RELATED INTERESTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTYAS TO THE LOCATION OF THE BOUNDARIES OF THE PROPERTY, THE NUMBER OF SQUARE FEET LOCATED WITHIN THE PROPERTY, THE QUALITY OR QUANTITY OF WATER OR OTHER UTILITIES, THE FEASIBILITY OF THE PROPERTY, THE PERMISSIBLE USES OF THE PROPERTY AND RELATED INTERESTS, THE EXISTENCE OF CONTAMINATION, POLLUTION OR HAZARDOUS SUBSTANCES UNKNOWN TO SELLER, ENCROACHMENTS OR UNKNOWN ADVERSE CLAIMS OF THIRD PARTIES OR ANY OTHER ASPECT OF THE PROPERTY AND RELATED INTERESTS, IMPROVEMENTS, FIXTURES OR EQUIPMENT.

E. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding (other than such damage or proceeding caused or commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for Buyer's restoration and indemnity obligations under Section 7A(1)(i), or (b) proceed to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller:	Curtis Wayne Mote P.O. Box 3391 Modesto, CA 95353 Facsimile: N/A Email: N/A
With a copy to:	Michael A. Rein, Esq. 520 13th Street Modesto, CA 95354 Facsimile: (209) 544-3695 Email: mike@reinlaw.net
To Buyer:	City of Modesto Attn: Brent Sinclair 1010 – 10th Street Modesto, CA 95354 Facsimile: _____ Email: bsinclair@modestogov.com
With a copy to:	City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Facsimile: (209) 544-8260 Email: revans@modestogov.com
With a copy to:	Matthew Pacher Damrell, Nelson, Schrimp, Pallios, Pacher & Silva 1601 I Street, 5th Floor Modesto, CA 95354 Facsimile: (209) 526-3534 Email: mpacher@damrell.com

To Escrow Holder: Chicago Title Company
1700 Standiford Avenue
Modesto, CA 95350
Facsimile: (209) 569-7257
Email: haneyk@ctt.com
Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a party hereto against another party or parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other party or parties arising out of this Agreement, then in that event, the prevailing party or parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party or parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or

controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective

Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

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. 2014-____ adopted by the Council on the _____ day of _____, 2014, and Seller has caused this Agreement to be duly executed. The Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

SELLER

CURTIS WAYNE MOTE

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lot 24 in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The South one-half of the Alley lying between the Northwesterly line of Lot Twenty Four, extended Northerly, and the Southeasterly line of Lot Twenty Four, extended Northerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-011

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-142

Print

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT (AGREEMENT) WITH GARY GERVASONI AND MYRNA GERVASONI (OWNER), FOR THE ACQUISITION OF REAL PROPERTY AT 712 AND 706 9th STREET MODESTO, CA., BEING APN 106-042-010, FOR TOTAL COMPENSATION TO EXCEED $492,000, FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to

determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, City of Modesto (City) and GARY GERVASONI AND MYRNA GERVASONI (OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for City's purchase of OWNER's Property at 712 AND 706 9th Street, Modesto, CA., being APN 106-042-010, for the new Modesto Courthouse Project, for total compensation not to exceed Four Hundred Ninety-Two Thousand Dollars ($492,000) so long as multiple conditions are satisfied, including the requirement that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act

guidelines for in-fill development projects, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with Gary Gervasoni and Myrna Gervasoni for acquisition of real property at 712 and 706 9th Street, Modesto, CA., being APN 106-042-010, with total compensation not to exceed Four Hundred Ninety-Two Thousand Dollars ($492,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title, and

close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this _____ day of _____, 2014, for reference purposes and is entered into by and between GARY C. GERVASONI and MYRNA GERVASONI, husband and wife, as community property (hereafter collectively referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals.

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*
APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*

APN 106-042-011	*Curtis Wayne Mote*
APN 106-042-012	*G & K Enterprises, LLC, California limited liability company*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 706 & 712 9th Street having APN 106-042-010 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. <u>Sale of Property</u>. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property; and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the beneficial use and enjoyment of the real property, but excluding any removable equipment,

personal property, and any fixtures that are removed prior to Close of Escrow in compliance with the terms of Section 13G(7) below.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be Four Hundred Thirty Five Thousand Dollars ($435,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31, 2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except for existing Leases (as that term is defined in Section 7A(2) below) and those approved by State and City, in writing, prior to the Close of Escrow. Subject to State's approval, and the City's review and approval of any further amendments to of that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit B ("Preliminary Report"), City tentatively approves exceptions numbered 3, 5-14,16, and 21 of the Preliminary Report

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Report, and any exceptions shown in any subsequent amendment to it, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which escrow closes, if unpaid, shall be paid by Seller in escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in State subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, and its respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any

kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer and its respective agents, employees, contractors and subcontractors pursuant to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer- otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period (except due to Seller's removal of fixtures as provided in Section 13G(7) below), Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property. However, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections by expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases, and/or the termination of tenants' option, right of first refusal, and any other rights to extend the term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy, with liability coverage in the amount of the Purchase Price, and showing fee title to the Property vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1, 2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow).

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents and the timely deposit by State of all funds required to be deposited- under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer . Buyer- shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's- representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, prior to the Close of Escrow, Buyer shall cause State to deposit with Escrow Holder, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer and Seller shall each pay one-half (1/2) of the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the

amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer- to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer-:

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any other person or entity is required for or in connection with the execution and delivery by Seller

of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(1)(iii) hereof; (c) Leases (other than those disclosed pursuant to Section 7A(1)(iii) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property (other than as set forth in the Leases); or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(1)(iii) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b) uncured notices from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for

assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that terminate at or before Close of Escrow and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; and (iv) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of Buyer to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding (other than such a proceeding commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which

event neither party shall have any further rights or obligations hereunder, except for Buyer's indemnity obligations under Section 7A(1)(i), or (b) proceed to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller:	Gary & Myrna Gervasoni 676 Geer Court Modesto, CA 95354 Telephone: 209-522-7789
To Buyer:	City of Modesto Attn: Brent Sinclair 1010 – 10th Street Modesto, CA 95354 Facsimile: 209-491-5798 Email: bsinclair@modestogov.com
With a copy to:	City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Facsimile: (209) 544-8260 Email: revans@modestogov.com
With a copy to:	Matthew Pacher Damrell, Nelson, Schrimp, Pallios, Pacher & Silva 1601 I Street, 5th Floor

Modesto, CA 95354
Facsimile: (209) 526-3534
Email: mpacher@damrell.com

To Escrow Holder: Chicago Title Company
1700 Standiford Avenue
Modesto, CA 95350
Facsimile: (209) 569-7257
Email: haneyk@ctt.com
Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a party hereto against another party or parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other party or parties arising out of this Agreement, then in that event, the prevailing party or parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party or parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Rent Revenue. 712 9th Street. The Property is currently improved with a commercial building with two separate addresses, 706 9th Street which is vacant and 712 9th Street which is leased by SELLER to Serena Sisson and Rosalie Clark (hereafter "Tenants") who own and operate Gervasoni's, a restaurant (the "Leased Premises"). Tenants pay SELLER the sum of $3,000.00 a month in rent for the Leased Premises. SELLER acknowledges and understands that under an agreement with the State of California, BUYER has agreed to manage and control the Court Facilities Site Property, including the Leased Premises, from the Close of Escrow until BUYER vacates the Court Facilities Site Property or by May 31, 2016. Under BUYER's agreement with the State of California, all other occupants, tenants and subtenants must vacate the Court Facilities Site Property no later than December 31, 2015. Consequently, unless Tenants vacate the Leased Premises earlier, they must vacate the Leased Premises by or before December 31, 2015.

In further consideration of the promises and other valuable consideration herein

contained, BUYER agrees to pay SELLER in monthly installments the equivalent of Tenant's monthly rent based on the following terms and conditions:

On the 1st of the month following Close of Escrow and on the same date for each successive month thereafter, BUYER shall pay SELLER the sum of $3,000.00. BUYER's obligation to pay SELLER the monthly sum of $3,000.00 hereunder shall terminate on (1) the date Tenants no longer occupy and operate their restaurant business on the Leased Premises or (2) upon delivery of BUYER's monthly installment payment to SELLER for the month of December, 2015, whichever first occurs.

The Parties acknowledge that the lease agreement between SELLER and Tenants includes a clause granting Tenants the right of first refusal with respect to the Leased Premises in the event SELLER seeks to sell the Property. This provision for rent revenue contained in Section 19. herein, is conditioned on Tenants' executing a release and waiver of their right of first refusal in a form satisfactory to BUYER. SELLER shall cooperate with BUYER in obtaining such release and waiver.

Section 20. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a

Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

///

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. 2014-____ adopted by the Council on the 25 day of March, 2014, and Seller has caused this Agreement to be duly executed. The Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

SELLER

GARY C. GERVASONI and MYRNA GERVASONI, husband and wife, as community property

Gary C Gervasoni
By: GARY C. GERVASONI

Myrna Gervasoni
By: MYRNA GERVASONI

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lots 21, 22, 23 Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The South one-half of the Alley lying between the Northwesterly line of Lot Twenty Three, extended Northerly, and the Southeasterly line of Lot Twenty One, extended Northerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-010

EXHIBIT B
PRELIMINARY TITLE REPORT

EXHIBIT C
FORM OF TENANT ESTOPPEL LETTER

_____, 2013

City of Modesto

_____

_____

Re: Lease at _____, Modesto, California

Ladies and Gentlemen:

The undersigned ("Tenant") hereby acknowledges the following information with respect to the premises leased by Tenant at _____ under the lease (the "Lease") described below:

1. Name and mailing address of Tenant:

_____

_____

_____

2. The undersigned is the Tenant under the following described Lease:

_____

_____

_____

3. The Lease, as identified below, is in full force and effect and, except as set forth below, the Lease has not been amended, altered, supplemented, or otherwise modified: _____

_____

4. Landlord currently holds no security deposit and no advance payments, and Tenant has no other claims for security deposits or advance payments except: _____

_____

5. Tenant is currently paying a monthly rent of $_____. Tenant is currently paying monthly operating expense charges, taxes, insurance, and/or other charges of $___ _____. Monthly rent, monthly operating expense, monthly taxes, insurance, and/or other charges are hereafter referred to as "rentals."

6. Rentals accruing under the Lease have been paid through _____, 2013. There are no offsets or credits against rentals payable by Tenant under the Lease nor are there any defenses or counterclaims against rentals payable by Tenant under the Lease. No rental payable under the Lease is in arrears or has been prepaid more than thirty (30) days in advance.

7. Under the Lease and/or pursuant to law, Tenant has the right to cause an audit and/or an accounting to be performed of Landlord's operations and/or books and records pertaining to rent, operating expenses, taxes, insurance, and/or other charges. Such an audit and/or accounting could result in a claim or an offset for rents paid under the Lease. Tenant's execution of an Estoppel Certificate notwithstanding, Tenant reserves its right to perform such an audit and/or accounting and to assert any claims arising therefrom ("Claims") against Landlord. Tenant waives the right of offset against future rentals for any Claims against Landlord arising from acts or omissions that occurred prior to the date hereof, and releases Landlord's successors in interest from any such Claims. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of Tenant's right of offset against Landlord's successors in interest arising from acts or omissions that occur after the date such successors in interest take title to the property of which the demised premises are a part.

8. The expiration of the term of the Lease is _____.

9. There are no renewals or extension options with respect to the Lease except as follows:_____

10. There are no expansion or first refusal rights with respect to additional space except as follows: _____

11. Tenant has accepted possession of the premises demised under the Lease, and Landlord has completed or provided in all respects all tenant incentives (e.g. free or reduced rent) and all improvements required to be furnished by Landlord under the Lease. Subject to any audit currently underway or any future audits, Landlord is not in default in the performance of any of Landlord's obligations under the Lease.

12. There are no purchase options under the Lease or other agreements giving Tenant any rights or options to purchase the real property and/or improvements, or any part thereof, on which the space covered by the Lease is located except as follows: _____

It is understood that this letter is being given in contemplation of a sale of the property located at _____, and it is intended that this letter may be relied upon by any purchaser of such property in connection therewith. If there are any conflicts between the terms of this Estoppel Certificate and the Lease, the terms of the Lease will prevail.

TENANT NAME:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
FORM OF GRANT DEED

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-143

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT (AGREEMENT) WITH CHARLES W. NOBLE AND DOROTHY M. NOBLE, TRUSTEES OF THE NOBLE 1995 TRUST, AS TO AN UNDIVIDED 1/2 INTEREST; VON DEEN BUBECK, TRUSTEE OF THE VON DEEN BUBECK TRUST AS SET FORTH IN THE BUBECK REVOCABLE TRUST DATED MARCH 19, 1997, AS TO AN UNDIVIDED 1/4 INTEREST, AND JERRY BUBECK AND VON DEEN BUBECK, TRUSTEES OF THE BUBECK REVOCABLE TRUST DATED MARCH 19, 1997, AS TO AN UNDIVIDED 1/4 INTEREST, FOR THE ACQUISITION OF REAL PROPERTY, AT 701 10TH STREET, MODESTO, CA., BEING APN 106-042-007, IN THE AMOUNT OF $270,000 FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in

negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, the City of Modesto (City) and Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust, as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry Bubeck and Von Deen Bubeck, as Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest (Collectively OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for the City's purchase of OWNER's property at 701 10th Street, Modesto, CA., being APN 106-042-007, for the new Modesto Courthouse Project, including a purchase price of Two Hundred Seventy Thousand Dollars ($270,000) so long as multiple conditions are

satisfied, including the requirement that the City Council approves the acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided 1/2 interest; Von Deen Bubeck, Trustee of

the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided 1/4 interest, and Jerry Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided 1/4 interest for acquisition of real property at 701 10th Street, Modesto, CA., being APN 106-042-007, for the sum of Two Hundred Seventy Thousand Dollars ($270,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title, and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this _____ day of _____, 2014, for reference purposes and is entered into by and between CHARLES W. NOBLE and DOROTHY M. NOBLE, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; VON DEEN BUBECK, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and JERRY R. BUBECK and VON DEEN BUBECK, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest (hereafter collectively referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals.

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*

APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*
APN 106-042-011	*Curtis Wayne Mote*
APN 106-042-012	*G & K Enterprises, LLC, California limited liability company*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 701 – 10th Street having APN 106-042-007 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. <u>Sale of Property</u>. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property;

and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the beneficial use and enjoyment of the real property, but excluding any removable equipment, personal property, and any fixtures that are removed prior to Close of Escrow in compliance with the terms of Section 13G(7) below.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be Two Hundred Seventy Thousand Dollars ($270,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31,

2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except for existing Leases (as that term is defined in Section 7A(2) below) and those approved by State and City, in writing, prior to the Close of Escrow. Subject to State's approval, and the City's review and approval of any further amendments to of that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit B ("Preliminary Report"), City tentatively approves exceptions numbered 3, 5-14,16, and 21 of the Preliminary Report

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Report, and any exceptions shown in any subsequent amendment to it, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which escrow closes, if unpaid, shall be paid by Seller in escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in State subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, and its respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and harmless from

and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer and its respective agents, employees, contractors and subcontractors pursuant to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer- otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period (except due to Seller's removal of fixtures as provided in Section 13G(7) below), Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property. However, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections by expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases, and/or the termination of tenants' option, right of first refusal, and any other rights to extend the

term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy, with liability coverage in the amount of the Purchase Price, and showing fee title to the Property

vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1, 2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow).

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents and the timely deposit by State of all funds required to be deposited- under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer . Buyer- shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's- representations and warranties set forth herein shall be true and accurate

with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, prior to the Close of Escrow, Buyer shall cause State to deposit with Escrow Holder, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer and Seller shall each pay one-half (1/2) of the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable

prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer- to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer-:

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any other person or entity is required for or in connection with the execution and delivery by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(1)(iii) hereof; (c) Leases (other than those disclosed pursuant to Section 7A(1)(iii) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property (other than as set forth in the Leases); or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(1)(iii) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b) uncured notices from

any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that terminate at or before Close of Escrow and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar

matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; and (iv) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation

to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of

Buyer to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior

to the Close of Escrow. If any such damage or proceeding (other than such a proceeding commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for Buyer's indemnity obligations under Section 7A(1)(i), or (b) proceed to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller:	Charles W. Noble 1500 Scenic Drive, #11 Modesto, CA 95355 Facsimile: N/A Email: N/A
To Buyer:	City of Modesto Attn: Brent Sinclair 1010 – 10th Street Modesto, CA 95354 Facsimile: 209-491-5798 Email: bsinclair@modestogov.com
With a copy to:	City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Facsimile: (209) 544-8260 Email: revans@modestogov.com

With a copy to: Matthew Pacher
Damrell, Nelson, Schrimp, Pallios, Pacher & Silva
1601 I Street, 5th Floor
Modesto, CA 95354
Facsimile: (209) 526-3534
Email: mpacher@damrell.com

To Escrow Holder: Chicago Title Company
1700 Standiford Avenue
Modesto, CA 95350
Facsimile: (209) 569-7257
Email: haneyk@ctt.com
Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a party hereto against another party or parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other party or parties arising out of this Agreement, then in that event, the prevailing party or parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party or parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Holdover Term. SELLER's Continued Use of Property.
The Property is currently improved with a commercial building. SELLER currently uses the Property for storage and for vehicle parking. SELLER understands that STATE will not commence construction activity until it secures additional funding which is expected in 2016. BUYER has agreed to manage and control the Court Facilities Site Property, including the Property, from the Close of Escrow until BUYER vacates the Court Facilities Site Property or May 31, 2016, whichever first occurs. Under the agreement between BUYER and STATE, all occupants, tenants and subtenants of must vacate the Court Facilities Site Property no later than December 31, 2015.

In further consideration of the promises and other valuable consideration herein contained, BUYER agrees that SELLER may continue to occupy and use the Property without charge for (1) storage of personal property and (2) private vehicle parking for the period commencing on Close of Escrow herein and expiring on the date SELLER ceases use of and vacates the Property but in no event later than December 31, 2015 (the "Holdover Term"), provided SELLER continues to comply with all of the following conditions:

A. Use of Property. During the Holdover Term SELLER shall be permitted to occupy and use the Property for motor vehicle parking and storage of personal property for the benefit of SELLER as described herein. For purposes of this Section 19., SELLER includes SELLER's employees .

1. Storage. SELLER is permitted to store on the Property personal property of SELLER, but not personal property owned by or claimed by a third party. Personal property shall include _____ _____.

2. No Hazardous Substances. SELLER shall not conduct, authorize or permit the storage, use or disposal in, on or about the Property of hazardous substances, as defined in Section 13. F. of this Agreement, excepting reasonable and customary amounts of petroleum residue from parked and moving vehicles.

3. Parking. SELLER shall be permitted to use the Property for private parking of motor vehicles of SELLER and SELLER's employees. SELLER shall not use or permit the use of the Property for public parking of motor vehicles.

4. No Vehicle Repairs. SELLER shall not repair or permit the repair of any motor vehicle or heavy machinery or equipment on the Property without the prior written consent of BUYER.

5. No Other Use. Except as expressly provided herein, no use shall be made or permitted on the Property without the prior written consent of BUYER.

6. Assumption of Liability. SELLER assumes complete and total responsibility and liability for all aspects of SELLER's use and occupancy of the Property. Neither BUYER or BUYER's employees and agents shall be liable in any manner or to any extent in connection with SELLER's use and occupancy of the Property during the Holdover Term. All personal property and vehicles are stored on the Property by SELLER at SELLER's sole risk. Insurance for personal property and motor vehicles is SELLER's sole responsibility. SELLER acknowledges and agrees that BUYER will not insure SELLER's personal property or motor vehicles.

B. Non Exclusive Use and Occupancy. SELLER's occupancy and use of the Property shall not be exclusive. During the Holdover Term, BUYER, STATE and their respective employees, representatives and agents shall have complete access to enter the Property for purposes of conducting any activity required by them upon not less than 24 hours' advance notice to SELLER. In the event of an emergency, or SELLER is present and consents to entry, or if SELLER has abandoned the Property, BUYER, STATE or their respective employees, representatives and agents may enter the Property without giving SELLER prior notice. For purposes of this subsection B., notice to SELLER will be in accordance with Section 17. Notices., of this Agreement.

C. No Rent. SELLER shall have no obligation to pay BUYER or STATE any rent for SELLER's occupancy and use of the Property during the Holdover Term.

D. SELLER Pays Services to Property. SELLER shall pay electrical, water, telephone, gas and other utility services used at the Property during the Holdover Term.

E. Repairs. Neither BUYER nor STATE shall have any responsibility to make any repairs to the Property during the Holdover Term.

E. No Assignment. SELLER shall not assign its interest in the Property granted by this holdover term of this Section 19., herein or sublet any portion of the Property without prior written consent of BUYER.

F. Insurance Requirements. SELLER shall obtain at its own expense and keep in force at all times through the Holdover Term the following insurance with insurance companies licensed in the State of California and shall provide certificates evidencing existence of insurance, loss payee endorsement and additional insured certificates to the Risk Manager of the City of Modesto no later than the Close of Escrow, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The policies shall name BUYER as loss payee. 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:

1. General Liability. General liability insurance with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and $100,000.00 for property damage or $1,000,000.00 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 consultants and subcontractors; products and completed operations.

2. Worker's Compensation. 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 $500,000.00.

3. Automobile Liability Insurance. Automobile liability insurance, including owned and non-owned vehicles, with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and property damage

Each policy of insurance shall name BUYER, its agents, officials and employees as an additional insured. SELLER's insurance policies shall include a provision that the coverage is primary as respects to the BUYER and shall include no special limitations to coverage provided to additional insured.

G. Indemnity. Release. SELLER shall indemnify, defend, and hold BUYER and STATE, BUYER's and STATE's employees and agents harmless from any and all demands, losses, liabilities, claims, expenses, damages or causes of action whatsoever, including costs, fines, penalties and attorney fees, incurred by reason of or arising from or connected in any way with SELLER's occupancy and use of the Property.

SELLER hereby releases BUYER and STATE and their employees and agents from any and all losses, liability, claims, expenses or damages to any property located on or about the Property from any cause whatsoever during the Holdover Term.

SELLER further releases BUYER and STATE and their employees and agents from any injury or death suffered by any person, including SELLER, SELLER's employees or agents, guest, invitee or any third party, occurring in, on or about the Property, from any cause whatsoever.

H. As-Is. Surrender of Property. SELLER acknowledges that SELLER has personal knowledge regarding the condition of the Property, and by agreeing to the terms of this Holdover Term acknowledges and agrees that the Property is in good condition and repair and is in satisfactory condition for the purposes for which SELLER shall occupy and use the Property. SELLER accepts the Property in an "as-in" condition as of the Close of Escrow. SELLER promises to surrender the Property at the expiration of theHoldover Term in the same condition as it is in as of the date SELLER executes this Agreement, except for normal wear and tear and except for alterations authorized by BUYER.

I. No Alterations. During the Holdover Term, SELLER shall not make or permit to be made any alterations, additions, or improvements to the Property or any part thereof, or attach any fixtures or equipment thereto without prior written consent of BUYER.

J. No Waste. SELLER promises it will not commit or suffer to be committed any waste, damage or nuisance on or to the Property.

Section 20. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

///
///
///

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. 2014-____ adopted by the Council on the _____ day of _____, 2014, and Seller has caused this Agreement to be duly executed. The Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

SELLER

CHARLES W. NOBEL and DOROTHY M. NOBLE, Trustees of the NOBLE 1995 TRUST, as to an undivided ½ interest; VON DEEN BUBECK, Trustee of the VON DEEN BUBECK, TRUST as set forth in the BUBECK REVOCABLE TRUST dated March 19, 1997, as to an undivided ¼ interest, and JERRY R. BUBECK and VON DEEN BUBECK, Trustees of the BUBECK REVOCABLE TRUST, dated March 19, 1997, as to an undivided ¼ interest.

Charles W. Noble
By: CHARLES W. NOBLE, Trustee

Dorothy M Noble
By: DOROTHY M. NOBLE, Trustee

Von Deen Bubeck
By: VON DEEN BUBECK, Trustee

Jerry R. Bubeck
By: JERRY R. BUBECK, Trustee

Von Deen Bubeck
By: VON DEEN BUBECK, Trustee

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lots 13, 14, 15 and 16 in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The North one-half of the Alley lying between the Northwesterly line of Lot Thirteen, extended Southerly, and the Southeasterly line of Lot Sixteen, extended Southerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-007

EXHIBIT B
PRELIMINARY TITLE REPORT

EXHIBIT C
FORM OF TENANT ESTOPPEL LETTER

_____, 2013

City of Modesto

_____

_____

Re: Lease at _____, Modesto, California

Ladies and Gentlemen:

The undersigned ("Tenant") hereby acknowledges the following information with respect to the premises leased by Tenant at _____ under the lease (the "Lease") described below:

1. Name and mailing address of Tenant:

_____
_____
_____

2. The undersigned is the Tenant under the following described Lease:

_____
_____
_____

3. The Lease, as identified below, is in full force and effect and, except as set forth below, the Lease has not been amended, altered, supplemented, or otherwise modified: _____

_____

4. Landlord currently holds no security deposit and no advance payments, and Tenant has no other claims for security deposits or advance payments except: _____

_____

5. Tenant is currently paying a monthly rent of $_____. Tenant is currently paying monthly operating expense charges, taxes, insurance, and/or other charges of $___ _____. Monthly rent, monthly operating expense, monthly taxes, insurance, and/or other charges are hereafter referred to as "rentals."

6. Rentals accruing under the Lease have been paid through _____, 2013. There are no offsets or credits against rentals payable by Tenant under the Lease nor are there any defenses or counterclaims against rentals payable by Tenant under the Lease. No rental payable under the Lease is in arrears or has been prepaid more than thirty (30) days in advance.

7. Under the Lease and/or pursuant to law, Tenant has the right to cause an audit and/or an accounting to be performed of Landlord's operations and/or books and records pertaining to rent, operating expenses, taxes, insurance, and/or other charges. Such an audit and/or accounting could result in a claim or an offset for rents paid under the Lease. Tenant's execution of an Estoppel Certificate notwithstanding, Tenant reserves its right to perform such an audit and/or accounting and to assert any claims arising therefrom ("Claims") against Landlord. Tenant waives the right of offset against future rentals for any Claims against Landlord arising from acts or omissions that occurred prior to the date hereof, and releases Landlord's successors in interest from any such Claims. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of Tenant's right of offset against Landlord's successors in interest arising from acts or omissions that occur after the date such successors in interest take title to the property of which the demised premises are a part.

8. The expiration of the term of the Lease is _____.

9. There are no renewals or extension options with respect to the Lease except as follows:_____

10. There are no expansion or first refusal rights with respect to additional space except as follows: _____

11. Tenant has accepted possession of the premises demised under the Lease, and Landlord has completed or provided in all respects all tenant incentives (e.g. free or reduced rent) and all improvements required to be furnished by Landlord under the Lease. Subject to any audit currently underway or any future audits, Landlord is not in default in the performance of any of Landlord's obligations under the Lease.

12. There are no purchase options under the Lease or other agreements giving Tenant any rights or options to purchase the real property and/or improvements, or any part thereof, on which the space covered by the Lease is located except as follows: _____

It is understood that this letter is being given in contemplation of a sale of the property located at _____, and it is intended that this letter may be relied upon by any purchaser of such property in connection therewith. If there are any conflicts between the terms of this Estoppel Certificate and the Lease, the terms of the Lease will prevail.

TENANT NAME:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
FORM OF GRANT DEED

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-144

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT (AGREEMENT) WITH G & K ENTERPRISES, LLC., FOR THE ACQUISITION OF REAL PROPERTY AT 711 10TH STREET MODESTO, CA., BEING APN 106-042-006, IN THE AMOUNT OF $625,000, FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to

determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, the City of Modesto (City) and G & K ENTERPRISES, LLC. (OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for City's purchase of OWNER's property at 711 10th Street, Modesto, CA., being APN 106-042-006, for the new Modesto Courthouse Project, including a purchase price of Six Hundred Twenty-Five Thousand Dollars ($625,000) so long as multiple conditions are satisfied, including the requirement that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with G & K Enterprises, LLC. for acquisition of real property at 711 10Th Street, Modesto, CA., being APN 106-042-006, for the sum of Six Hundred Twenty-Five Thousand Dollars ($625,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title, and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this _____ day of _____, 2014, for reference purposes and is entered into by and between G&K Enterprises, LLC, a California limited liability company (hereafter referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals.

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*
APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*
APN 106-042-011	*Curtis Wayne Mote*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 711 – 10th Street having APN 106-042-006 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property; and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the beneficial use and enjoyment of the real property, but excluding any removable equipment,

personal property, and any fixtures that are removed prior to Close of Escrow in compliance with the terms of Section 13G(7) below.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be Six Hundred Twenty Five Thousand Dollars ($625,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31, 2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except for existing Leases (as that term is defined in Section 7A(2) below) and those approved by State and City, in writing, prior to the Close of Escrow. Subject to State's approval, and the City's review and approval of any further amendments to that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit B ("Preliminary Report"), City tentatively approves exceptions numbered 3, 5-14, 16, and 21 of the Preliminary Report.

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Report, and any exceptions shown in any subsequent amendment to it, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which Escrow closes, if unpaid, shall be paid by Seller in Escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, and its respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and harmless from

and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer, and its respective agents, employees, contractors and subcontractors pursuant to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period (except due to Seller's removal of fixtures as provided in Section 13G(7) below or due to Buyer's or its agent's activities on or about the Property), Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property. However, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections by expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases,

and/or the termination of tenants' option, right of first refusal, and any other rights to extend the term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy,

with liability coverage in the amount of the Purchase Price, and showing fee title to the Property vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1, 2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow).

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

(17) Survival of Provisions. If this Agreement is terminated by Buyer due to the failure of any of the conditions described herein, Buyer's restoration and indemnity obligations under Section 7A(1)(i) shall survive such termination.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents, and the timely deposit by State, of all funds required to be deposited under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer. Buyer shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, prior to the Close of Escrow, Buyer shall cause State to deposit with Escrow Holder, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer shall pay the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all

such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer:

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the

Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any other person or entity is required for or in connection with the execution and delivery by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(1)(2)hereof; (c) Leases (other than those disclosed pursuant to Section 7A(1)(2) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property (other than as set forth in the Leases); or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(1)(2) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of

Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b)uncured notices from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that comply with Section 7A(14) and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; (iv) the removal of such fixtures does not violate the terms of any lease to which the Property is subject; and (v) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of Buyer to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. As-Is Sale. Except as explicitly warranted or represented in this Agreement, Seller makes no warranties, representations or assurances relating to the Property or any easements, rights of way, privileges, appurtenances or other rights pertaining thereto, or any surveys, tests, investigations or other reports concerning the Property (collectively "related interests"). Subject to the satisfaction or waiver of the conditions set forth in Section 7(A), and Seller's representations, warranties, and covenants set forth in Section 13 of this Agreement, Seller is transferring the Property and related interests "AS IS", "WITH ALL DEFECTS" and Buyer is relying on the explicit warranties and representations made by Seller in this Agreement as well as its own due diligence inspection, investigation and testing in purchasing the same. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE PROPERTY AND RELATED INTERESTS OR THEIR FITNESS FOR ANY INTENDED USE. UPON THE CLOSE OF ESCROW, BUYER SHALL BE DEEMED TO HAVE BEEN AFFORDED THE OPPORTUNITY TO INSPECT THE PROPERTY AND RELATED INTERESTS ALONG WITH ALL DOCUMENTS AND INSTRUMENTS RELATED THERETO DISCLOSED IN THE PUBLIC RECORD OR DISCLOSED BY SELLER INCLUDING THOSE DOCUMENTS RELATING TO LAND USE ENTITLEMENTS, UTILITIES AND PERMITS AND ARE RELYING UPON ITS OWN INSPECTIONS AND ANALYSES OF THE FOREGOING, IN ADDITION TO SELLER'S EXPLICIT WARRANTIES AND REPRESENTATIONS MADE IN THIS AGREEMENT, IN PURCHASING THE PROPERTY AND RELATED INTERESTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTYAS TO THE LOCATION OF THE BOUNDARIES OF THE PROPERTY, THE NUMBER OF SQUARE FEET LOCATED WITHIN THE PROPERTY, THE QUALITY OR QUANTITY OF WATER OR OTHER UTILITIES, THE FEASIBILITY OF THE PROPERTY, THE PERMISSIBLE USES OF THE PROPERTY AND RELATED INTERESTS, THE EXISTENCE OF CONTAMINATION, POLLUTION OR HAZARDOUS SUBSTANCES UNKNOWN TO SELLER, ENCROACHMENTS OR UNKNOWN ADVERSE CLAIMS OF THIRD PARTIES OR ANY OTHER ASPECT OF THE PROPERTY AND RELATED INTERESTS, IMPROVEMENTS, FIXTURES OR EQUIPMENT.

E. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding (other than such damage or proceeding caused or commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for Buyer's restoration and indemnity obligations under Section 7A(1)(i), or (b) proceed

to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller:	G&K Enterprises, LLC 1012 11th Street, Suite 1000 Modesto, CA 95354 Facsimile: N/A Email: N/A
With a copy to:	Michael A. Rein, Esq. 520 13th Street Modesto, CA 95354 Facsimile: (209) 544-3695 Email: mike@reinlaw.net
To Buyer:	City of Modesto Attn: Brent Sinclair 1010 – 10th Street Modesto, CA 95354 Facsimile: _____ Email: bsinclair@modestogov.com
With a copy to:	City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Facsimile: (209) 544-8260 Email: revans@modestogov.com

With a copy to: Matthew Pacher
Damrell, Nelson, Schrimp, Pallios, Pacher & Silva
1601 I Street, 5th Floor
Modesto, CA 95354
Facsimile: (209) 526-3534
Email: mpacher@damrell.com

To Escrow Holder: Chicago Title Company
1700 Standiford Avenue
Modesto, CA 95350
Facsimile: (209) 569-7257
Email: haneyk@ctt.com
Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a Party hereto against another Party or Parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other Party or Parties arising out of this Agreement, then in that event, the prevailing Party or Parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other Party or Parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such

portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

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. 2014-____ adopted by the Council on the _____ day of _____, 2014, and Seller has caused this Agreement to be duly executed. The Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

SELLER

G&K ENTERPRISES, LLC, a California limited liability company

_____
Gregory Reed,
Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lots 11 and 12 in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The North one-half of the Alley lying between the Northwesterly line of Lot Eleven, extended Southerly, and the Southeasterly line of Lot Twelve, extended Southerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-006

EXHIBIT B
PRELIMINARY REPORT

EXHIBIT C
FORM OF TENANT ESTOPPEL LETTER

_____, 2014

City of Modesto

_____

_____

Re: Lease at _____, Modesto, California

Ladies and Gentlemen:

The undersigned ("Tenant") hereby acknowledges the following information with respect to the premises leased by Tenant at _____ under the lease (the "Lease") described below:

1. Name and mailing address of Tenant:

_____

_____

_____

2. The undersigned is the Tenant under the following described Lease:

_____

_____

_____

3. The Lease, as identified below, is in full force and effect and, except as set forth below, the Lease has not been amended, altered, supplemented, or otherwise modified: _____

_____

4. Landlord currently holds no security deposit and no advance payments, and Tenant has no other claims for security deposits or advance payments except: _____

_____

5. Tenant is currently paying a monthly rent of $_____. Tenant is currently paying monthly operating expense charges, taxes, insurance, and/or other charges of $___ _____. Monthly rent, monthly operating expense, monthly taxes, insurance, and/or other charges are hereafter referred to as "rentals."

6. Rentals accruing under the Lease have been paid through _____, 2014. There are no offsets or credits against rentals payable by Tenant under the Lease nor are there any defenses or counterclaims against rentals payable by Tenant under the Lease. No rental payable under the Lease is in arrears or has been prepaid more than thirty (30) days in advance.

7. Tenant's execution of an Estoppel Certificate notwithstanding, Tenant reserves the right to bring a legal action to require an audit and/or accounting of Landlord's books and records pertaining to rent, operating expenses, taxes, insurance and/or other charges, and to assert any claims arising therefrom ("Claims") against Landlord. Tenant waives the right of offset against future rentals for any Claims against Landlord arising from acts or omissions that occurred prior to the date hereof, and releases Landlord's successors in interest from any such Claims. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of Tenant's right of offset against Landlord's successors in interest arising from acts or omissions that occur after the date such successors in interest take title to the property of which the demised premises are a part.

8. The expiration of the term of the Lease is _____.

9. There are no renewals or extension options with respect to the Lease except as follows:_____

10. There are no expansion or first refusal rights with respect to additional space except as follows: _____

11. Tenant has accepted possession of the premises demised under the Lease, and Landlord has completed or provided in all respects all tenant incentives (e.g. free or reduced rent) and all improvements required to be furnished by Landlord under the Lease. Subject to any audit currently underway or any future audits, Landlord is not in default in the performance of any of Landlord's obligations under the Lease.

12. There are no purchase options under the Lease or other agreements giving Tenant any rights or options to purchase the real property and/or improvements, or any part thereof, on which the space covered by the Lease is located except as follows: _____

It is understood that this letter is being given in contemplation of a sale of the property located at _____, and it is intended that this letter may be relied upon by any purchaser of such property in connection therewith. If there are any conflicts between the terms of this Estoppel Certificate and the Lease, the terms of the Lease will prevail.

TENANT NAME:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
FORM OF GRANT DEED

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-145

RESOLUTION APPROVING A CONDITIONAL PROPERTY ACQUISITION AGREEMENT (AGREEMENT) WITH GINA RUGANI, MICHAEL GENE RUGANI AND SANDRA ANN HEFFERNAN, TRUSTEES, OR ANY SUCCESSOR TRUSTEE(S) THERETO OF THE GINA RUGANI SURVIVOR'S TRUST AGREEMENT DATED JULY 17, 1978, AS AMENDED, FOR THE ACQUISITION OF REAL PROPERTY AT 713 10TH STREET MODESTO, CA., BEING APN 106-042-005, IN THE AMOUNT OF $341,000 FOR THE PURPOSE OF SALE TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE NEW MODESTO COURTHOUSE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) CERTIFICATE OF ACCEPTANCE, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on the site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Streets and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the new courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the AOC had the privately owned parcels re-appraised to determine fair market value, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, City of Modesto (City) and Gina Rugani, Michael Gene Rugani, and Sandra Ann Heffernan, Trustees, or any successor trustees(s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978 (OWNER) have successfully negotiated a Conditional Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for City's purchase of OWNER's property at 713 10th Street, Modesto, CA., being APN 106-042- 005, for the new Modesto Courthouse Project, including a purchase price of Three Hundred Forty-One Thousand Dollars ($341,000) so long as multiple conditions are satisfied, including the requirement that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, and the SPWB approves the Property Acquisition Agreement for the acquisition of all property of the 10th Street Site, and

WHEREAS, the proposed project, that includes the acquisition and sale of real

property and conditional vacation of the public alley, has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Conditional Property Acquisition Agreement with Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee(s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended, for acquisition of real property at 713 10th Street, Modesto, CA., being APN 106-042- 005 for the sum of Three Hundred Forty-One Thousand Dollars ($341,000) for sale to the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the purpose of the new Modesto Courthouse Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Certificate of Acceptance, and (3) all necessary and related documents required to complete the transaction, transfer title, and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

CONDITIONAL PROPERTY ACQUISITION AGREEMENT

This Conditional Property Acquisition Agreement (the "Agreement") is made this 7th day of April, 2014, for reference purposes and is entered into by and between Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee(s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as Amended (hereafter collectively referred to as "Seller"), and the City of Modesto, a charter city and municipal corporation of the State of California (hereafter referred to as "Buyer" or "City"). Seller and Buyer or City are hereafter collectively referred to as a Party or the Parties. This Agreement shall also constitute Escrow Instructions directed to Escrow Holder to consummate the acquisition of real property in accordance with the terms and conditions set forth herein. This Agreement is made with reference to the following recitals. MEP

RECITALS

A. The State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts (hereafter "State") has tentatively approved a site for construction of new court facilities in the City of Modesto, County of Stanislaus being that property located within the city block bounded by H Street on the north, 10th Street on the east, G Street on the south, and 9th Street on the west, Modesto, Stanislaus County, California (hereafter "Court Facilities Site"). Final site approval for new court facilities is vested in the State Public Works Board (the "SPWB") and is contingent on the acquisition of all real property located in the Court Facilities Site. The Court Facilities Site is comprised of eleven (11) legal parcels. Five (5) of the parcels are owned by City or its former redevelopment agency (hereafter the "City Parcels") and City has agreed in principle to transfer title of the City Parcels to State for purposes of construction of the new court facilities so long as the remaining six (6) parcels are acquired for the same purpose. The Assessor Parcel Number and owner(s) of each of remaining six (6) parcels (hereafter the "Private Parcels") are identified as follows:

APN 106-042-005	*Gina Rugani, Michael Gene Rugani and Sandra Ann Heffernan, Trustees, or any Successor Trustee (s) thereto of the Gina Rugani Survivor's Trust Agreement dated July 17, 1978, as amended*
APN 106-042-006	*G & K Enterprises, LLC, a California limited liability company*
APN 106-042-007	*Charles W. Noble and Dorothy M. Noble, Trustees of the Noble 1995 Trust, as to an undivided ½ interest; Von Deen Bubeck, Trustee of the Von Deen Bubeck Trust as set forth in the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest, and Jerry R. Bubeck and Von Deen Bubeck, Trustees of the Bubeck Revocable Trust dated March 19, 1997, as to an undivided ¼ interest*
APN 106-042-010	*Gary C. Gervasoni and Myrna Gervasoni, husband and wife, as community property*

APN 106-042-011	*Curtis Wayne Mote*
APN 106-042-012	*G & K Enterprises, LLC, California limited liability company*

B. Seller and City acknowledge and agree that the Private Parcels and the City Parcels constitute and collectively shall be referred to as the Court Facilities Site Property.

C. Seller acknowledges and understands that City has been authorized by State to negotiate the purchase of the Private Parcels along with the sale of the City Parcels to State for construction of new court facilities and that the final approval of the Court Facilities Site by SPWB is contingent on City obtaining executed purchase acquisition agreements for the Private Parcels and entering into an acquisition agreement to transfer the City Parcels and Private Parcels to State.

D. Seller owns that real property located in the City of Modesto, County of Stanislaus commonly described as 713 10th Street, having APN 106-042-005 and more particularly described in Exhibit "A" attached and made a part hereof (hereafter the "Property").

E. Seller desires to sell to City, and City desires to purchase from Seller the Property on terms and conditions specified in this Agreement.

F. Seller acknowledges, understands and agrees that the agreement by City to purchase the Property is a conditional one and is contingent on multiple conditions, specified below, each of which must be satisfied.

G. Seller understands and agrees that should all conditions of purchase be satisfied that immediately following the transfer of title of Property to City, the Property shall be sold and conveyed by City to State.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the terms hereinafter stated, the Property. The term "Property" as used in this Agreement shall mean and refer to the real property described above; all improvements located thereon; all privileges, rights, easements, hereditaments and appurtenances to the real property, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all air rights, water, and water rights relating to the real property; and all rights, title and interest of Seller in and to any roads, easements and other rights-of-way or appurtenances included on or adjacent to the real property used in connection with the

beneficial use and enjoyment of the real property, but excluding any removable equipment and personal property.

Section 2. Purchase Price of Sale Property. The purchase price for the Property shall be THREE HUNDRED FORTY ONE THOUSAND and No/100ths Dollars ($341,000.00) (the "Purchase Price").

Section 3. Payment of Purchase Price. Prior to the Close of Escrow (as such term is defined in Section 4, below) the Purchase Price and any sums due from Buyer to the Escrow Holder and Seller as a consequence of the purchase and sale of the Property shall be deposited into Escrow, in cash or other immediately available funds.

Section 4. Escrow.

A. Opening of Escrow. The Parties shall deliver a copy of the executed Agreement to Chicago Title Company, located at 1700 Standiford Avenue, Modesto, California 95350, Telephone Number (209) 571-6300, Attention: Karla Haney ("Escrow Holder") no later than three (3) business days after execution of the Agreement by the Parties hereto. For purposes of this Agreement, as between the Parties, the escrow ("Escrow") shall be deemed opened on the date Escrow Holder shall have received a fully executed copy or copies of executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions ("Escrow Instructions") of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. In the event of any inconsistency between the provisions of such supplemental instructions with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying fee simple title to the Property to Buyer, is recorded in the Official Records of Stanislaus County, California. The period commencing with the Opening of Escrow and continuing through the Close of Escrow shall hereinafter be referred to as the "Escrow Period." Escrow shall close on the date which is on or before sixty (60) days after the latter of (i) State's authorization of the acquisition of the Court Facilities Site Property, by the SPWB at a duly noticed public meeting, or (ii) the Modesto City Council's approval of the acquisition of the Private Parcels and the sale of the City Parcels to the State (the "Closing Date"). If Close of Escrow is delayed by any cause beyond the reasonable control of Buyer or State, Buyer shall be entitled to an equitable extension of the Escrow Period, for a reasonable time agreed to and negotiated in good faith by the Parties, at no cost to Buyer or Seller. Notwithstanding the foregoing, if the Close of Escrow has not occurred by December 31, 2014, either Party may terminate this Agreement on written notice to the other. Termination by Seller will not be effective until ten (10) business days of receipt of such notice by Buyer.

C. Extension of Close of Escrow. No extensions shall occur unless agreed to in writing by Buyer and Seller.

D. Failure to Timely Close. If the conditions precedent to Close of Escrow as provided herein have not been satisfied by the Closing Date, this Agreement may be terminated upon written notice by Buyer and thereupon this Agreement shall become null and void, except that Buyer's restoration and indemnity obligations under Section 7A(1)(i) below shall survive such termination.

E. Cooperation for Tax Deferred Exchange. Buyer agrees to cooperate with Seller in the event that Seller desires to qualify the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer shall not be liable for any additional costs or expenses as a result of such an exchange. Buyer shall not be responsible or liable for qualifications of the exchange. Seller shall hold Buyer harmless for any expense or liability incurred by Buyer as a result of such exchange. Seller shall be authorized to assign all or any part of this Agreement to an accommodator who will assume the obligations of Seller but not Seller's representations, warranties, and covenants.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property be conveyed immediately to Buyer upon Close of Escrow by Grant Deed, and that title to the Court Facilities Site Property be delivered free and clear of all liens, reservations, encumbrances, assessments, easements, of record or otherwise, except for existing Leases (as that term is defined in Section 7A(2) below) and those approved by State and City, in writing, prior to the Close of Escrow. Subject to State's approval, and City's review and approval of any further amendments to that certain Amended Preliminary Report, Title No. 11-50910332-I-ML dated June 13, 2013, a copy of which is attached hereto as Exhibit B ("Preliminary Report"), City tentatively approves exceptions numbered 3, 5-14, 16, and 21 of the Preliminary Report.

To that end, Escrow Holder may expend any and all monies payable to Seller under this Agreement to discharge any monetary obligations that are liens upon the Property, and shown as exceptions in the Preliminary Report, and any exceptions shown in any subsequent amendment to it, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which escrow closes, if unpaid, shall be paid by Seller in escrow to and including the date of Close of Escrow as set forth in Section 11 hereof.

Section 6. Title Policy. Title shall be evidenced by the willingness of Chicago Title Company ("Title Company") to issue a CLTA Owner's Standard Coverage Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested subject only to the exceptions described above.

Section 7. Conditions to Close of Escrow.

A. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. Notwithstanding any other provision of this Agreement, City shall have no obligation to purchase the Property, and no transfer of title to City or State may occur, unless each of the following conditions has been satisfied or waived by City in writing:

(1) Buyer's Review of the Court Facilities Site Property. Buyer shall have until 5:00 p.m. Pacific Time on Friday, May 16, 2014 (such period of time between the execution of this Agreement by Seller and May 16, 2014 shall be referred to herein as the "Due Diligence Period") to satisfy itself, in Buyer's sole and absolute discretion, as to the following described matters concerning the Court Facilities Site Property, including the Property. If, during the Due Diligence Period, Buyer determines that it is dissatisfied with any aspect of the Court Facilities Site Property or its condition or suitability for Buyer's intended use, then Buyer may terminate this Agreement and the Escrow created pursuant hereto, by delivering written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period of Buyer's election to terminate. If Buyer fails to deliver any such termination notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then, Buyer shall be deemed to be satisfied with all aspects of the Court Facilities Site Property including, without limitation, the condition and suitability of the Property for Buyer's intended use.

(i) Buyer's Review of the Court Facilities Site Property and Related Matters. Buyer shall be satisfied with all aspects of the Court Facilities Site Property, and its condition and suitability for the intended use thereof, including, without limitation, the physical condition of the Court Facilities Site Property, the net acreage of the Court Facilities Site Property, the condition of the access to public roads and condition and availability of water, electricity, natural gas, and other utilities, to the Court Facilities Site Property in adequate capacities and appropriate locations. After the execution of this Agreement by Seller and during the Due Diligence Period, Buyer, Buyer's agents, employees, contractors and subcontractors and State's agents, employees, contractors and subcontractors shall have the right to enter upon the Property at reasonable times during ordinary business hours, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental surveys, biological resources analysis, archeological surveys, toxic waste analysis, geological and/or engineering studies and related studies. Buyer shall use care and consideration in connection with any of its inspections, surveys, studies or tests and Seller, or Seller's agent, shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests and/or inspections. Buyer, State, and their respective employees, agents and contractors shall make reasonable efforts to avoid interfering with Seller's or Seller's tenants' ongoing use, if any, of the Property. Buyer hereby indemnifies, protects, defends and holds Seller, its officers, directors, members, managers, trustees, employees, agents, representatives, immediate family members, successors and assigns (collectively "Seller Parties") and the Property free and

harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's or other liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Property by Buyer, and its respective agents, employees, contractors, and subcontractors pursuant to this subsection (i). If Buyer does not purchase the Property, it shall furnish complete copies of all such investigations, inspections and tests described above to Seller without charge and without warranty as to their accuracy or reliability within ten (10) days of Buyer's exercise of its right to terminate this Agreement or of Buyer otherwise failing to close hereunder.

(ii) Environmental Condition of Court Facilities Site Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion that the Court Facilities Site Property, including its soil and ground water under the land, is free from all Hazardous Substances, as defined in Section 13F, below, and is in full and complete compliance with the law with respect to same.

(iii) Changes to Condition of Property. If the condition of the Property materially changes after the expiration of the Due Diligence Period, Buyer shall have the right, but not the obligation, to deliver to Seller a written notice objecting to the condition of the Property up to the Close of Escrow ("Final Due Diligence Notice"). If Buyer does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow, Buyer shall be deemed to have given its final approval of the condition of the Property, however, if Buyer does provide a Final Due Diligence Notice, Buyer shall have the right to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to Buyer.

(2) Existing Leases and Estoppel Certificates. No later than three (3) business days after the Opening of Escrow, Seller shall deliver to Buyer a copy of all existing leases, licenses or other agreements that would grant any person or entity the right to use or occupy any portion of the Property ("Leases" or individually "Lease"). In the event any of the existing Leases are oral, Seller shall deliver to Buyer a written summary of all terms of all such Leases including, without limitation, the name and telephone number of the occupants, the expiration date of the Leases, the current rent and whether occupants have any option(s) to extend the term of the Leases, and/or an option or a right of first refusal to purchase the Property. Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the terms of the Leases, in which event Buyer shall take title to the Property subject to the terms of such Leases. Buyer shall indicate its satisfaction or objections be the expiration of the Due Diligence Period to any and all Leases in existence as of the full execution date of this Agreement.

Seller shall have delivered to Buyer no more than ten (10) days prior to Close of Escrow an estoppel certificate relative to each Lease, executed and acknowledged by Seller's tenants, if any, in the form set forth in Exhibit C.

(3) Agreement with Tenants. Buyer shall have entered into agreements with Seller's existing tenants, if any, regarding early termination of tenants' Leases, and/or the termination of tenants' option, right of first refusal, and any other rights to extend the

term of the Leases or to purchase the Property, to the extent such agreements are necessary for City or State to take possession of the Property by January 1, 2016.

(4) Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to City of those parcels to which title was formerly held by the Redevelopment Agency to the City of Modesto, a dissolved public entity.

(5) Authorization by SPWB. Authorization of the acquisition of the Court Facilities Site Property by the SPWB at a duly noticed public meeting.

(6) Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have executed a Conditional Property Acquisition Agreement substantially in the form of this Agreement, and the City Council of the City of Modesto shall have approved such a Conditional Property Acquisition Agreement for each of the Private Parcels, including the Property.

(7) Approved Property Acquisition Agreements for the City Parcels. Approval by the City Council of the City of Modesto, State and SPWB of a Property Acquisition Agreement for each of the City Parcels.

(8) Agreement between City and State. City and State shall have executed agreements, approved by the governing bodies of each entity, specifying the rights, duties, and obligations of City and State following the transfer of title to State of the Court Facilities Site Property, including the control, management, and use of the Court Facilities Site Property.

(9) Deposit of all Documents. The timely deposit by Seller with Escrow Holder of all documents required to be deposited by Seller under this Agreement.

(10) Seller's Performance of Obligations. Performance by Seller of all obligations, covenants and agreements on Seller's part to be performed under this Agreement within the time provided in this Agreement for such performance.

(11) No Breach by Seller. Seller shall not be in breach of this Agreement.

(12) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

(13) Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to State the Title Policy, with liability coverage in the amount of the Purchase Price, and showing fee title to the Property

vested in State free and clear of all liens, taxes, assessments, reservations, encumbrances, easements of record or otherwise, except as set forth in Section 5 of this Agreement.

(14) No Modification of Existing Leases. After the date of execution of the Agreement and as of the Close of Escrow, Seller shall not have modified any material term of any existing Lease affecting the Property or entered into any new Lease containing any material term, without City's prior written consent, which consent City may withhold or grant in its absolute discretion.. For purposes of this subsection "material term" shall mean any lease term that would adversely affect the ability of City to take possession of the Property on January 1, 2016, including, but not limited to, extending the term of an existing Lease or entering into a new Lease that expires after December 31, 2015, increases landlord's responsibilities under the Lease, decreases the rent or other charges payable by tenant under the Lease, converts a triple net Lease into a full service, gross, or modified full service Lease, or imposes on landlord any obligation that adversely affects landlord's anticipated income from any Lease (including, but not limited to, providing for any tenant incentives [e.g. free rent, reduced rent, tenant improvements, and matters of a similar nature] to be given, made, or realized after Close of Escrow.

(15) Simultaneous Close of Escrow. Simultaneous Close of Escrow on the acquisition of the Private Parcels.

(16) Buyer's Objections. Nothing in this Agreement shall be interpreted to require Seller to remediate the Property, or make repairs or improvements to the Property not otherwise required to be made by Seller pursuant to the terms of the Leases, prior to Close of Escrow.

B. Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions):

(1) Deposit of All Documents and Funds. The timely deposit by City with Escrow Holder of all the documents, and the timely deposit by State, of all funds required to be deposited under this Agreement.

(2) Performance of Buyer's Obligations. Performance by City of all obligations, covenants and agreements on City's part to be performed under this Agreement within the time provided in the Agreement for such performance.

(3) No Breach by Buyer. Buyer shall not be in breach of this Agreement.

(4) Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's representations and warranties set forth herein shall be true and accurate

with the same force and effect as if remade by Buyer in a separate certificate at the Close of Escrow.

Section 8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents or instruments:

A. Grant Deed. A grant deed ("Grant Deed") in substantially the form attached hereto as Exhibit D, duly executed by Seller and properly acknowledged;

B. FIRPTA Certificate. A certificate of non-foreign status (the "FIRPTA Certificate"), duly executed by Seller; and

C. California Real Estate Withholding Certificate. A Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C).

Section 9. Deposits by State. Pursuant to and conditioned upon the terms of this Agreement, State shall deposit or cause to be deposited with Escrow Holder prior to the Close of Escrow, in immediately available funds, the Purchase Price and other sums due from Buyer hereunder in the amounts set forth herein, along with any documents or instruments required of Buyer by Escrow Holder for Close of Escrow.

Section 10. Escrow Charges and Closing Costs. State shall bear the cost of the Title Policy, any endorsements thereto, and any extended coverage ALTA, or other title policy or accompanying survey. Buyer shall be responsible for the payment of documentary transfer taxes and recording the Grant Deed, if any. Seller shall be responsible for the cost of recording documents necessary to deliver clear title to Buyer, if any. Buyer and Seller shall each pay one-half (1/2) of the escrow fees. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow except as expressly provided in Section 18 herein or elsewhere in this Agreement. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in Stanislaus County, California. Notwithstanding the foregoing, Buyer shall not be obligated to pay for its share of closing costs unless and until it receives Buyer's Estimated Closing Costs from Escrow Holder (the preceding portion of this sentence is not intended to obligate Seller to pay Buyer's share of closing costs).

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

A. Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable

prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then Seller shall be responsible for any unpaid taxes and assessments. Buyer shall not be responsible for any tax refund.

B. Other Proratable Expenses. Escrow Holder shall prorate other proratable expenses, based on a thirty (30)-day month through the Close of Escrow, including rent paid pursuant to existing Leases on the Property, if any. All rent and other payments due after the Close of Escrow pursuant to any Lease on the Property shall be paid to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Seller for any period beyond the last day of the month in which Escrow closes, Seller shall pay such amounts to Buyer. If any rent or other payments due pursuant to any Lease on the Property are collected by Buyer for any period prior to Close of Escrow, Buyer shall pay such amounts to Seller. Seller shall return to tenants under any Lease on the Property any security, cleaning, key or other deposits and indemnify and hold Buyer harmless from any claim therefor.

C. Proration Statement. At least two (2) business days prior to the Close of Escrow the Parties hereto shall approve an estimated proration statement prepared by Escrow Holder setting forth all of the prorations to be made.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

A. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the Parties.

B. Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, including reconveyance of any deeds of trust and releases of any liens recorded on the Property, to be recorded in the Official Records.

C. Disbursements. Disburse funds in payment of all items chargeable to Buyer and Seller with the balance paid to Seller in payment of the Purchase Price.

D. Title Policy. Direct the Title Company to issue the Title Policy.

E. Documents to Seller. Deliver to Seller a conformed copy of the recorded Grant Deed and conformed copies of any reconveyances of deeds of trust and releases of any liens on the Property.

F. Documents to Buyer. Deliver to Buyer the FIRPTA Certificate, the California Real Estate Withholding Certificate, and a conformed copy of the recorded Grant Deed, and conformed copies of reconveyances of deeds of trust and releases of liens on the Property, if any.

Section 13. Seller's Representations, Warranties and Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Buyer.

A. Authority.

(1) Seller has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to Buyer under this Agreement and to carry out Seller's obligations under this Agreement. Upon the Close of Escrow, Buyer will have good, marketable and insurable title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Seller in connection with this Agreement are and shall be, duly authorized, executed and delivered by Seller and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Seller's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Seller or the Property is subject.

(4) All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, member, beneficiary, creditor, investor, judicial or administrative body, authority, or other party is required.

B. No Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, the terms of Seller trusts, the Articles of Organization or Operating Agreement of Seller, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Seller is a party or which affect the Property.

C. Consents. No consent, approval, license, permit, order, qualification or authorization of, or registration, declaration, notice or filing with, any governmental entity or any other person or entity is required for or in connection with the execution and delivery by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, other than as set forth in Section 7.A hereof.

D. Legal Matters. To the actual knowledge of the individuals executing this Agreement, without further inquiry or investigation, Seller represents and warrants that:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Seller which could affect Seller's title to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Seller.

(3) There are no: (a) agreements, written or oral, under which Seller is or could become obligated to convey all or part of the Property or any interest in the Property to a third party; (b) rights of first refusal, reversions, or options to purchase the Property or any portion thereof (other than as set forth in the Leases disclosed pursuant to Section 7A(1)(iii) hereof; (c) Leases (other than those disclosed pursuant to Section 7A(1)(iii) hereof), liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies, or materials which may affect title to or use of the Property (other than as set forth on the Leases) after the Close of Escrow or impose an obligation on Buyer after the Close of Escrow; (d) adverse or other parties in possession or use of any part of the Property; or (e) to the best of Seller's knowledge, special assessments, condemnation actions, moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

(4) Except for Leases disclosed by Seller to Buyer in writing, pursuant to Section 7A(1)(iii) hereof, as of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon.

(5) To the best of Seller's knowledge, there are no and have been no: (a) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanic's liens and Seller agrees to indemnify, defend and hold Buyer free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, incurred by Seller or imposed upon the Property prior to the Close of Escrow, but only to the extent any obligations to pay a fee or assessment for infrastructure is due and payable prior to the Close of Escrow, and Buyer agrees to cooperate with Seller, at Seller's costs and to the extent permitted by law, with respect to Seller's efforts prior to Close of Escrow to remove any such liens, fees, assessments, or encumbrances; or (b) uncured notices from any

governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, occurring on the Property. Other than as provided above, Buyer shall assume responsibility for assessments arising from any actual or impending public improvements as of the Close of Escrow.

E. No Works of Improvement. No works of improvement or other activities have occurred with respect to the Property which could give rise to any liens against the Property.

F. Environmental. Except as otherwise disclosed by Seller to Buyer in writing, Seller has not: (a) conducted or authorized the presence, placement, generation, transportation, storage, release, treatment, or disposal at the Property of any Hazardous Substance; or (b) received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Substance on the Property. Except as otherwise disclosed by Seller to Buyer in writing, (a) there presently are not, and to the best of Seller's knowledge there have never been any Hazardous Substances or storage tanks containing or having contained petrochemicals in, on, under, or about the Property; and (b) to the best of Seller's knowledge, there is no pending or threatened litigation, proceedings or investigation before any governmental entity or agency in which the presence, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on, under, or about the Property of any Hazardous Substance has been alleged; and (c) to the best of Seller's knowledge, there is no defect or condition with respect to the Property which would prevent the use of the Property by Buyer and State for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on or beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations. For purposes of this Agreement, the term "Hazardous Substance" means any matter which has been or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material, but excepting normal commercial and office products such as cleaners and copy fluids and normal petroleum product residue from parked and moving vehicles.

G. Pending Close of Escrow.

(1) New Leases. Seller will not hereafter enter into new Leases or any other obligations or agreements affecting the Property after Seller's execution of this Agreement, except for obligations or agreements that terminate at or before Close of Escrow and that are fully disclosed to Buyer, without the prior written consent of Buyer, which consent the Buyer may withhold or grant in its absolute discretion.

(2) Additional Liens. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar

matters after Seller's execution of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) Violations of Law. After the execution of this Agreement by Seller, Seller shall not knowingly violate nor allow violation of, any law, ordinance, rule, or regulation affecting the Property.

(4) Preservation of Easements and Other Rights. Prior to the Close of Escrow, Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(5) Taxes and Assessments. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

(6) Zoning. Prior to the Close of Escrow, Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

(7) No Modification to Condition of Property. Seller shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Buyer executed this Agreement; and (iii) deliver possession of the Property to Buyer at the Close of Escrow in substantially the same condition that existed as of the date that Seller executed this Agreement except for any remediation that Seller agrees to do in response to Buyer's due diligence.

Notwithstanding the foregoing, Seller may remove any fixture or fixtures (as that term is defined in Civil Code Section 660) from the Property if (i) at least sixty (60) days prior to the Close of Escrow, Seller submits a list of the fixture(s) Seller wishes to remove from the Property to Buyer, identifying such fixture(s) with reasonable particularity; (ii) Buyer consents to such removal in writing (which consent may be granted or withheld in Buyer's sole discretion); (iii) the removal of such fixture(s) is completed on or before December 31, 2015; and (iv) the removal of such fixture(s) does not interfere with the use of the Property by any tenant occupying the Property or any part thereof.

(8) Notification to Buyer. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation

to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(9) No Recordation of CCRs. Seller shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(10) No Assessment Districts or Special Tax Districts. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(11) Confidentiality. Seller shall keep strictly confidential and agrees not to disclose or permit the disclosure of the terms of this Agreement to any third parties other than Seller's tax advisors, counsel, and real estate agents ("Seller's Representatives") until after the Close of Escrow. Prior to the disclosure of the terms of this Agreement to Seller's Representatives, Seller shall inform Seller's Representatives of the confidential nature of the terms of this Agreement and shall agree to act in accordance with the provisions of this Section 13G(11). Notwithstanding the foregoing, Seller and Seller's Representatives may disclose the terms of this Agreement pursuant to the order or requirement of a court, administrative agency, or other governmental agency provided, however, that Seller shall provide prompt notice of such court order or requirement to Buyer in order to enable Buyer to seek a protective order or otherwise prevent or restrict such disclosure, and shall cooperate with Buyer in connection with such efforts. Seller hereby acknowledges and agrees that any remedy at law, including, without limitation, monetary damages, for any breach or threatened breach of the provisions of this Section 13G(11) would be inadequate and impossible to ascertain, and each party hereby consents to the granting by any court of an injunction or other equitable relief, without the inadequacy of monetary damages being proved or any bond or similar security being posted, in order that the breach or threatened breach of such provisions may be effectively restrained.

(12) Accurate Through Close of Escrow. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade, by Seller in a separate certificate at the Close of Escrow.

H. General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, instrument, certificate or schedule furnished or to be furnished to Buyer pursuant hereto, to the best of Seller's knowledge, contains or will contain any untrue statement of a material fact or omits or will omit any material fact the omission of which would be misleading. Notwithstanding any terms to the contrary contained herein, Seller makes no representations or warranties about the truth, accuracy or completeness of any reports or analyses prepared by third parties that Seller furnishes to Buyer hereunder.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition for the benefit of Buyer

to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow.

Section 14. Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties, and covenants, each of which is material and is being relied upon by Seller, and which are true and correct as of execution hereof, and shall be true and correct as of the Close of Escrow:

A. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. Binding. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by Buyer in connection with this Agreement are and shall be, duly authorized, executed and delivered by Buyer and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, to the best of Buyer's knowledge, violate any provisions of any agreement, law, rule, regulation or judicial order to which Buyer is subject.

C. Conflicts. To the best of Buyer's knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction herein will conflict with, violate, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, rule, regulation or agreement to which Buyer may be subject.

D. As-Is Sale. Except as explicitly warranted or represented in this Agreement, Seller makes no warranties, representations or assurances relating to the Property or any easements, rights of way, privileges, appurtenances or other rights pertaining thereto, or any surveys, tests, investigations or other reports concerning the Property (collectively "related interests"). Subject to the satisfaction or waiver of the conditions set forth in Section 7(A), and Seller's representations, warranties, and covenants set forth in Section 13 of this Agreement, Seller is transferring the Property and related interests "AS IS", "WITH ALL DEFECTS" and Buyer is relying on the explicit warranties and representations made by Seller in this Agreement as well as its own due diligence inspection, investigation and testing in purchasing the same. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE PROPERTY AND RELATED INTERESTS OR ITS FITNESS FOR ANY INTENDED USE. UPON THE CLOSE OF ESCROW, BUYER SHALL BE DEEMED TO HAVE BEEN AFFORDED THE

OPPORTUNITY TO INSPECT THE PROPERTY AND RELATED INTERESTS ALONG WITH ALL DOCUMENTS AND INSTRUMENTS RELATED THERETO DISCLOSED IN THE PUBLIC RECORD OR DISCLOSED BY SELLER INCLUDING THOSE DOCUMENTS RELATING TO LAND USE ENTITLEMENTS, UTILITIES AND PERMITS AND ARE RELYING UPON ITS OWN INSPECTIONS AND ANALYSES OF THE FOREGOING, IN ADDITION TO SELLER'S EXPLICIT WARRANTIES AND REPRESENTATIONS MADE IN THIS AGREEMENT, IN PURCHASING THE PROPERTY AND RELATED INTERESTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTYAS TO THE LOCATION OF THE BOUNDARIES OF THE PROPERTY, THE NUMBER OF SQUARE FEET LOCATED WITHIN THE PROPERTY, THE QUALITY OR QUANTITY OF WATER OR OTHER UTILITIES, THE FEASIBILITY OF THE PROPERTY, THE PERMISSIBLE USES OF THE PROPERTY AND RELATED INTERESTS, THE EXISTENCE OF CONTAMINATION, POLLUTION OR HAZARDOUS SUBSTANCES UNKNOWN TO SELLER, ENCROACHMENTS OR UNKNOWN ADVERSE CLAIMS OF THIRD PARTIES OR ANY OTHER ASPECT OF THE PROPERTY AND RELATED INTERESTS, IMPROVEMENTS, FIXTURES OR EQUIPMENT.

E. Survival. The provisions of this Section 14 shall survive the Close of Escrow or any termination of this Agreement and shall not merge with the Grant Deed to be delivered at the Close of Escrow.

Section 15. Brokers. Buyer and Seller each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they have not engaged any other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each Party shall indemnify, protect, defend, and hold harmless the other Party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent.

Section 16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding (other than such a proceeding commenced by City or State) relates to or may result in the loss of any material portion of the Property, Buyer may, at Buyer's option, elect either to: (a) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for Buyer's indemnity obligations under Section 7(A)(i), or (b) proceed to close as provided herein without reduction of the Purchase Price for destruction of the Property or any portion thereof, or in the case of any eminent domain proceedings, (i) proceed to close as provided herein, with the Purchase Price being reduced by the total of any awards or other proceeds received or assured to be received by Seller as a result of such proceedings or (ii) proceed to close as provided herein

with an assignment by Seller to Buyer, or if directed by Buyer, to State, of all of Seller's rights, title, and interest in and to all such eminent domain awards and proceeds.

Section 17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if delivered by Federal Express or other overnight courier, the next business day, or (iv) if given by facsimile or electronic transmission, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or electronic transmission must be confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with the foregoing.

To Seller: The Gina Rugani Survivor's Trust
c/o Michael Gene Rugani
750 University Avenue, Suite 150
Los Gatos, CA 95032
Facsimile: 408-358-1149
Email: mrugani@apr.com

4/07/2014

To Buyer: City of Modesto
Attn: Brent Sinclair
1010 – 10th Street
Modesto, CA 95354
Facsimile: _____
Email: HBSinclair@modestogov.com

With a copy to: City of Modesto
Office of the City Attorney
P.O. Box 642
Modesto, CA 95353
Attn: Richard Evans
Facsimile: _____
Email: REvans@modestogov.com

With a copy to: Matthew Pacher
Damrell, Nelson, Schrimp, Pallios, Pacher & Silva
1601 I Street, 5th Floor
Modesto, CA 95354
Facsimile: (209) 526-3534
Email: mpacher@damrell.com

To Escrow Holder: Chicago Title Company
1700 Standiford Avenue
Modesto, CA 95350
Facsimile: (209)569-7257
Email: haneyk@ctt.com
Attention: Karla Haney

Notice of change of address shall be given by written notice in the manner detailed in this Section 17. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 18. Legal Fees. In the event of bringing any action or suit by a party hereto against another party or parties hereunder by reason of any breach of any of the covenants or agreements herein or any inaccuracies in any of the representations and warranties on the part of the other party or parties arising out of this Agreement, then in that event, the prevailing party or parties in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party or parties all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following (a) arbitration and petitions to enter judgment on arbitration awards; (b) post-judgment motions; (c) garnishment, levy, and debtor and third party examination; (d) discovery; (e) bankruptcy litigation; and (f) obtaining release of funds from Escrow.

Section 19. Miscellaneous.

A. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

B. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to California time.

C. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by the Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

D. Captions Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof", "herein" and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties causing this Agreement to be drafted.

E. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

F. Exhibits. The Exhibits attached hereto, if any, are hereby incorporated herein by this reference for all purposes.

G. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

J. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

L. Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

M. Assignment; Successor and Assigns. Seller shall not assign any interest under this Agreement or in the Property at any time prior to the Close of Escrow other than to an accommodator under the terms of Section 4.E above, or to a principal in Seller or his or her trust or other entity in which the principal has a controlling interest, or to an affiliate controlled by or

controlling Seller, without the express written consent of Buyer, which will not unreasonably be withheld, conditioned or delayed, and providing any such assignee is fully bound by the provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Seller may still enter into new or modify existing Leases subject to the terms of Section 7A(14) above.

N. Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. The term" legal holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

O. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contradict, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

P. Foreign Person. Seller represents that it, he or she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), or under any corresponding provisions of applicable California law.

Q. Gender. As used herein, the masculine, feminine or neuter gender, and the singular and plural numbers, shall each be deemed to include the others whenever and wherever the context so indicates.

R. Waivers. No delay or omission by any Party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any Party hereto of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreements, restrictions or conditions hereof.

S. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on City until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.

T. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title by Seller and shall continue to be binding on the respective obligated Party in accordance with their terms, unless otherwise provided herein. All representations and warranties and statements made by the respective

Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

U. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile (if agreed in advance by the Parties) or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature.

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. 2014-____ adopted by the Council on the _____ day of _____, 2014, and Seller has caused this Agreement to be duly executed. Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER

CITY OF MODESTO, a charter city and municipal corporation

By: _____
Greg Nyhoff,
City Manager

APPROVED AS TO LEGAL FORM

ADAM LINDGREN,
Interim City Attorney

By: _____
RICHARD B. EVANS,
Senior Deputy City Attorney

Dated: _____

SELLER

GINA RUGANI, MICHAEL GENE RUGANI and SANDRA ANN HEFFERNAN, Trustees, or any Successor Trustee(s) thereto of the Gina Rugani Survivor's Trust dated July 17, 1978, as Amended

_____
By: GINA RUGANI, Trustee

Michael Gene Rugani
By: MICHAEL GENE RUGANI, Trustee
April 7, 2014

_____
By: SANDRA ANN HEFFERNAN, Trustee

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

Lot 10 in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

PARCEL ONE A:

The North one-half of the Alley lying between the Northwesterly line of Lot Ten , extended Southerly, and the Southeasterly line of Lot Ten, extended Southerly, in Block 54 of the CITY OF MODESTO according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on December 21, 1942 in Volume 15 of Maps.

APN: 106-042-005

EXHIBIT B
PRELIMINARY REPORT

EXHIBIT C
FORM OF TENANT ESTOPPEL LETTER

_____, 2014

City of Modesto

_____

_____

Re: Lease at _____, Modesto, California

Ladies and Gentlemen:

The undersigned ("Tenant") hereby acknowledges the following information with respect to the premises leased by Tenant at _____ under the lease (the "Lease") described below:

1. Name and mailing address of Tenant:

_____

_____

_____

2. The undersigned is the Tenant under the following described Lease:

_____

_____

_____

3. The Lease, as identified below, is in full force and effect and, except as set forth below, the Lease has not been amended, altered, supplemented, or otherwise modified: _____

_____

4. Landlord currently holds no security deposit and no advance payments, and Tenant has no other claims for security deposits or advance payments except: _____

_____

5. Tenant is currently paying a monthly rent of $_____. Tenant is currently paying monthly operating expense charges, taxes, insurance, and/or other charges of $_____. Monthly rent, monthly operating expense, monthly taxes, insurance, and/or other charges are hereafter referred to as "rentals."

6. Rentals accruing under the Lease have been paid through _____, 2013. There are no offsets or credits against rentals payable by Tenant under the Lease nor are there any defenses or counterclaims against rentals payable by Tenant under the Lease. No rental payable under the Lease is in arrears or has been prepaid more than thirty (30) days in advance.

7. Under the Lease and/or pursuant to law, Tenant has the right to cause an audit and/or an accounting to be performed of Landlord's operations and/or books and records pertaining to rent, operating expenses, taxes, insurance, and/or other charges. Such an audit and/or accounting could result in a claim or an offset for rents paid under the Lease. Tenant's execution of an Estoppel Certificate notwithstanding, Tenant reserves its right to perform such an audit and/or accounting and to assert any claims arising therefrom ("Claims") against Landlord. Tenant waives the right of offset against future rentals for any Claims against Landlord arising from acts or omissions that occurred prior to the date hereof, and releases Landlord's successors in interest from any such Claims. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of Tenant's right of offset against Landlord's successors in interest arising from acts or omissions that occur after the date such successors in interest take title to the property of which the demised premises are a part.

8. The expiration of the term of the Lease is _____.

9. There are no renewals or extension options with respect to the Lease except as follows:_____

10. There are no expansion or first refusal rights with respect to additional space except as follows: _____

11. Tenant has accepted possession of the premises demised under the Lease, and Landlord has completed or provided in all respects all tenant incentives (e.g. free or reduced rent) and all improvements required to be furnished by Landlord under the Lease. Subject to any audit currently underway or any future audits, Landlord is not in default in the performance of any of Landlord's obligations under the Lease.

12. There are no purchase options under the Lease or other agreements giving Tenant any rights or options to purchase the real property and/or improvements, or any part thereof, on which the space covered by the Lease is located except as follows: _____

It is understood that this letter is being given in contemplation of a sale of the property located at _____, and it is intended that this letter may be relied upon by any purchaser of such property in connection therewith. If there are any conflicts between the terms of this Estoppel Certificate and the Lease, the terms of the Lease will prevail.

TENANT NAME:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
FORM OF GRANT DEED

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-146

Print

RESOLUTION APPROVING A PROPERTY ACQUISITION AGREEMENT WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE ACQUISITION OF THE REAL PROPERTY NECESSARY FOR THE NEW MODESTO COURTHOUSE PROJECT, BEING THE CITY BLOCK BOUNDED BY H AND G STREETS AND 9th AND 10th STREETS (THE 10th STREET SITE) HAVING APNs: 106-042-001, 106-042-002, 106-042-003, 106-042-004, 106-042-005, 106-042-006, 106-042-007, 106-042-010, 106-042-011, 106-042-012 AND 106-042-013, IN THE AMOUNT OF $5,450,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE AGREEMENT, (2) A GRANT DEED CONVEYING SAID REAL PROPERTY FROM THE CITY OF MODESTO TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, AND (3) ALL NECESSARY AND RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION, TRANSFER TITLE, AND CLOSE ESCROW

WHEREAS, in 2010 the State Public Works Board (SPWB) approved the new Modesto Courthouse Project for initial funding, and

WHEREAS, in 2011 the Administrative Office of Courts (AOC) named a project advisory group to identify and advise on site selection and design for the new courthouse, and

WHEREAS, in 2011 the SPWB approved the city block bounded by H and G Street and 9th and 10th Streets (10th Street Site) as a potential site for the new Modesto Courthouse, and in 2012 the SPWB approved the city block bounded by H and I Streets and 13th and 14th Streets as a potential site for the courthouse, and

WHEREAS, in 2012 the AOC had all parcels within the 10th Street Site appraised to determine fair market value, and

WHEREAS, the City Council directed staff to assist the AOC project team in negotiations with property owners for the acquisition and sale of real property within the

10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, in 2013 the Courthouse Cost Reduction Subcommittee directed the AOC project team to negotiate for the acquisition of the 10th Street Site and the AOC notified the City Modesto (City) of its interest in acquiring the 10th Street Site property, and

WHEREAS, in 2013 the AOC concluded that the site selection for the new Modesto Courthouse Project was proper and reaffirmed the 10th Street Site as the preferred site for the new courthouse, and

WHEREAS, in 2014 the Court Facilities Advisory Committee endorsed a directive from the Courthouse Cost Reduction Subcommittee to continue negotiations for the acquisition of the 10th Street Site, and

WHEREAS, the City and the State/AOC have successfully negotiated a Property Acquisition Agreement (**Exhibit A**) containing price, terms and conditions for the State/AOC's purchase from the City of the 10th Street Site property for the new Modesto Courthouse Project, including a purchase price of Five Million, Four Hundred Fifty Thousand Dollars ($5,450,000) so long as multiple conditions are satisfied, including the requirements that the City Council approves acquisition agreements for all privately owned parcels of the 10th Street Site, the SPWB approves the Property Acquisition Agreement for the acquisition of the 10th Street Site Property, the City and the State/AOC execute a Master Lease assigning control and management of the 10th Street Site property to the City through April 1, 2016, and the City conditionally vacates the public alley, and

WHEREAS, the proposed project that includes the acquisition and sale of real property and the conditional vacation of the public alley are necessary steps for the new

courthouse has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds that the proposed project that includes the acquisition and sale of real property and conditional vacation of the public alley are necessary steps for the new courthouse and has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the Council hereby approves the Property Acquisition Agreement with the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for sale of the 10th Street Site property being APNs 106-042-001, 106-042-002, 106-042-003, 106-042-004, 106-042-005, 106-042-006, 106-042-007, 106-042-010, 106-042-011, 106-042-012, and 106-042-013 for the sum of Five Million, Four Hundred Fifty Thousand Dollars ($5,450,000) for the purpose of the new Modesto Courthouse Project, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Agreement, (2) a Grant Deed conveying said real property to

the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts, and (3) all necessary and related documents required to complete the transaction, transfer title, and close escrow.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

Project:	New Modesto Courthouse
Location:	Team Modesto Site 9th St., 10th St., G St. and H St.
Project File No.:	50-H1
DGS Parcel:	133099
Parcel Nos:	106-042-001, 106-042-002, 106-042-003, 106-042-004, 106-042-005, 106-042-006, 106-042-007, 106-042-010, 106-042-011, 106-042-012, 106-042-013 (plus the alley way)
County:	Stanislaus

PROPERTY ACQUISITION AGREEMENT

The parties to this agreement are the CITY OF MODESTO, hereinafter referred to as SELLER, CITY, or GRANTOR, and the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, with the authorization of the State Public Works Board (SPWB), hereinafter referred to as STATE or BUYER. The SELLER or GRANTOR and STATE or BUYER are hereafter collectively referred to as the PARTIES. The PARTIES agree as follows:

RECITALS

A. SELLER currently owns certain real property having assessor's parcel number 106-042-013 and SELLER is in the process of acquiring certain real property owned by the Redevelopment Agency of the City of Modesto, a dissolved public body subject to California Health and Safety Code Section 34173 namely, that real property having assessor's parcel numbers 106-042-001, 106-042-002, 106-042-003, and 106-042-004, in the City of Modesto, County of Stanislaus, State of California ("City Parcels").

B. BUYER desires to acquire certain real property having assessor's parcel numbers 106-042-005, 106-042-006, 106-042-007, 106-042-010, 106-042-011, and 106-042-012 in the City of Modesto, County of Stanislaus, State of California ("Private Parcels") and the City Parcels (collectively, the "Property").

C. Pursuant to Civil Code sections 831 and 1112, each of the owners of the City Parcels and the Private Parcels also owns the real property in the alley adjacent to such owners' parcel up to the center line thereof (collectively the "Alley"). The location of the Alley is further identified on Exhibit D.

D. SELLER desires to sell to STATE, and STATE desires to purchase from SELLER the Property. The Property includes the real property having assessor's parcel numbers 106-042-001, 106-042-002, 106-042-003, 106-042-004, 106-042-005, 106-042-006, 106-042-007, 106-042-010, 106-042-011, 106-042-012, and 106-042-013 including the Alley, located in the City of Modesto, County of Stanislaus, State of California, as the Property is more particularly described in Exhibit A, attached hereto and made a part hereof.

E. In accordance with Government Code 15853 and Government Code 70371.6 or 70371.7 or 70374, the State is authorized to acquire the Property.

F. Site Selection for this property was authorized by the State Public Works Board (SPWB) on December 9, 2011.

AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

1. Transaction Summary. SELLER agrees to sell and cause to be granted to STATE fee title to the Property described in Exhibit A and conveyed by a grant deed substantially in the form of Exhibit B, attached, subject to the terms and conditions hereof.

2. Purchase Price. Prior to Close of Escrow for Title (as that term is defined in Section 6 below) the STATE agrees to pay Five Million Four Hundred Fifty Thousand Dollars ($5,450,000) (the "Purchase Price") into escrow with Chicago Title Company, as further described in Paragraph 5 below, for the account of SELLER, subject to the conditions outlined in this Agreement.

   The Purchase Price shall be apportioned as follows: (i) Five Million Eighty Three Thousand Dollars ($5,083,000) for the value of the Property prior to the Removal of Utilities (as defined in Paragraph 11.a below) which shall be payable at the Close of Escrow for Title, defined in Paragraph 6 ("Initial Purchase Amount"); and (ii) Three Hundred Sixty Seven Thousand Dollars ($367,000) which is the balance of the Purchase Price that is apportioned to the increase in value of the Property as a result of completion of the Removal of Utilities which shall be payable through the Escrow Holder with interest as provided in Paragraph 6 to SELLER within forty-five (45) days after the Removal of Utilities are completed pursuant to Paragraph 11.a.

3. Other Liens. Said title company may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by SELLER in escrow to and including the date of Close of Escrow for Title. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.

4. Escrow and Recording Fees. STATE and SELLER shall each pay one-half of the escrow fees and recording fees, if any. In addition, STATE shall pay any costs related to premiums and endorsements with respect to title insurance. The parties acknowledge that STATE, as a governmental entity, is exempt from the payment of documentary transfer taxes and recording fees. Notwithstanding the foregoing, STATE shall not be obligated to pay for STATE's share of these closing costs unless and until STATE receives an acceptable title insurance policy issued to STATE, along with an invoice itemizing STATE's share of the closing costs.

5. Title and Escrow. Title to said Property shall pass immediately upon Close of Escrow for Title, free and clear of all liens, leases, reservations, encumbrances, assessments,

easements, of record or otherwise, and of taxes except those described in Paragraph 12.b. The issuance of any escrow instructions shall be the sole responsibility of the BUYER and shall govern the escrow. BUYER will open an escrow account with Chicago Title Company (Escrow Holder), 700 S. Flower Street, Suite 800, Los Angeles, California, 90017, Attention: Kelly McDole; telephone number: 213-488-4303. Kelly McDole will be directed by BUYER to coordinate with Karla Haney at Escrow Holder's office located at 1700 Standiford Avenue, Modesto, California 95350, telephone number (209) 571-6300.

6. Close of Escrow. Escrow with respect to title shall be scheduled to close on or before sixty (60) days after the latter of (a) the authorization of the acquisition by the State Public Works Board at a duly noticed public meeting, or (b) the Modesto City Council's approval of the sale of the Property to BUYER subject to reasonable extension upon mutual agreement by the PARTIES, including reasonable extensions for the purposes of satisfying any of the conditions set forth in Paragraphs 7 and 8 ("Close of Escrow for Title").

   Notwithstanding the preceding paragraph, after the Close of Escrow for Title, escrow shall remain open and the remaining balance of funds (i.e. $367,000) shall be released to SELLER by Escrow Holder in accordance with Paragraphs 2, and 11.a. During the period of time after the Close of Escrow for Title, Escrow Holder shall place the remaining balance of funds (i.e. $367,000) in an interest bearing account to the extent practical until the funds are released in accordance with this Agreement and the interest shall belong to the party the funds are released to in accordance with this Agreement.

7. Seller's Conditions Precedent. SELLER's obligation to perform under this Agreement and the Close of the Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow for Title:

   a. Deposit of all Documents. The timely deposit by BUYER with Escrow Holder of all documents and funds required to be deposited by BUYER under this Agreement.

   b. Buyer's Performance of Obligations. Performance by BUYER of all obligations, covenants and agreements on BUYER's part to be performed under this Agreement within the time provided in this Agreement for such performance.

   c. Approval by State Department of Finance. The California Department of Finance shall have approved the transfer to the City of Modesto of those parcels to which title is currently held by the Redevelopment Agency of the City of Modesto, a dissolved public entity (i.e., assessor's parcel numbers 106-042-001, 106-042-002, 106-042-003, and 106-042-004).

   d. Approved Property Acquisition Agreements for the Private Parcels. Each of the owners of the Private Parcels shall have entered into a Property Acquisition Agreement with the City of Modesto, and the City Council of the City of Modesto shall have approved a Property Acquisition Agreement for each of the Private Parcels.

   e. Approved Property Acquisition Agreement for the Property by the City. The City Council of the City of Modesto shall have approved this Agreement with respect

to the transfer of the Private Parcels and the City Parcels at a duly noticed public meeting.

f. Authorization by SPWB. The SPWB shall have authorized the acquisition of the Property by BUYER at a duly noticed public meeting.

g. No Breach by Buyer. Buyer shall not be in breach of this Agreement.

h. Timing of Close of Escrow. The escrow between BUYER and SELLER with respect to the title of the Property shall close immediately after the escrows between SELLER and the owners of the Private Parcels close.

i. Pollution Liability Policy. SELLER shall have obtained the Pollution Liability Policy required under Paragraph 15 of this Agreement at a cost not to exceed Two Hundred Thousand Dollars ($200,000). The policy shall be in a form approved by the BUYER and evidenced by a certified copy of the policy.

j. Acquisition of Waiver of Right to Purchase. SELLER shall have obtained a waiver from the tenants of Gervasoni Restaurant of their right to purchase APN 106-042-010 and the buildings thereon in a form and substance approved by BUYER.

8. Buyer's Conditions Precedent. BUYER's obligation to perform under this Agreement and the Close of Escrow for Title shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow for Title:

a. Deposit of all Documents. The timely deposit by SELLER with Escrow Holder of all documents required to be deposited by SELLER under this Agreement.

b. Seller's Performance of Obligations. Performance by SELLER of all obligations, covenants and agreements on SELLER's part to be performed under this Agreement within the time provided in this Agreement for such performance.

c. Authorization by SPWB. The SPWB shall have authorized the acquisition of the Property by BUYER at a duly noticed public meeting.

d. No Breach by Seller. SELLER shall not be in breach of this Agreement.

e. Condition of Property. Prior to the Close of Escrow, after all of BUYER's investigations are complete, BUYER will provide notice to SELLER that BUYER is satisfied with the condition of the Property ("Initial Due Diligence Notice"). Notwithstanding the Initial Due Diligence Notice, if, and only if, the condition of the Property changes after the date that BUYER provided the Initial Due Diligence Notice, BUYER shall have the right, but not the obligation, to deliver to SELLER a written notice objecting to the condition of the Property up to the Close of Escrow for Title, ("Final Due Diligence Notice"). If BUYER does not deliver the Final Due Diligence Notice on or prior to the Close of Escrow for Title, BUYER shall be deemed to have given its final approval of the condition of the Property, however, if BUYER does provide a Final Due Diligence Notice, BUYER shall have the right, but not the obligation, to terminate this Agreement unless the condition of the Property is restored to a condition that is acceptable to BUYER.

f. Accuracy of Representations and Warranties. As of the Close of Escrow for Title, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow for Title.

g. Title Insurance Policy. On the date of the Close of Escrow for Title, Title Company shall be irrevocably and unconditionally committed to issue to BUYER a CLTA Owner's Policy of Title Insurance – Extended Coverage ("Owner's Policy"), with liability coverage in either (at BUYER's sole discretion) the amount of the Purchase Price or appraised value of the Property, and showing fee title to the Property vested in BUYER, free and clear of all liens, leases, taxes, assessments, reservations, easements of record or otherwise, and encumbrances, except for any exceptions shown on the Title Report which BUYER has specifically approved in writing, and the Existing Leases (as that term is defined in Section 9d, below).

h. Acquisition of Private Parcels. SELLER shall have acquired the Private Parcels pursuant to property acquisition agreements with each owner of the Private Parcels.

i. Master Lease. SELLER and BUYER shall have executed the Master Lease substantially in the form attached hereto as Exhibit C ("Master Lease").

j. Pollution Liability Policy. SELLER shall have obtained the Pollution Liability Policy required under Paragraph 15 of this Agreement. The policy shall be in a form approved by the BUYER and evidenced by a certified copy of the policy.

k. Acquisition of Waiver of Right to Purchase. SELLER shall have obtained a waiver from the tenants of Gervasoni Restaurant of their right to purchase APN 106-042-010 and the buildings thereon in a form and substance approved by BUYER.

9. Seller's Representations and Warranties. In addition to any express agreements of SELLER contained herein, the following constitute representations and warranties of SELLER to BUYER:

a. Representations Regarding Seller's Authority.

(1) Subject to Paragraph 27 of this Agreement, SELLER has full right, power and legal authority to enter into this Agreement, sell, transfer and convey, the City Parcels and cause the sale, transfer and conveyance of the Private Parcels to BUYER under this Agreement and to carry out SELLER's obligations under this Agreement. Upon the Close of Escrow for Title, BUYER will have good, marketable and insurable title to the Property.

(2) Subject to Paragraph 27 of this Agreement, the individuals executing this Agreement and the instruments referenced herein on behalf of SELLER

have the legal power, right and actual authority to bind SELLER to the terms hereof and thereof.

(3) Subject to Paragraph 27 of this Agreement, this Agreement is, and all other instruments, documents and agreements required to be executed and delivered by SELLER in connection with this Agreement are and shall be, duly authorized, executed and delivered by SELLER and shall be valid, legally binding obligations of and enforceable against SELLER in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow for Title will not, violate any provisions of any agreement, law, rule, regulation or judicial order to which SELLER or the Property is subject.

b. Warranties and Representations Pertaining to Real Estate and Legal Matters. Based on the actual knowledge of the people most knowledgeable at the CITY, who would reasonably be expected to have knowledge as to the matters set forth below, SELLER makes the following representations and warranties:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against SELLER which could affect SELLER's title to the Property, affect the value of the Property, or subject the owner of the Property to liability.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against SELLER.

(3) Except for acquisition agreements in which the SELLER is the buyer of the Private Parcels, SELLER has not entered into any other contracts for the sale of the Property, nor does there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property, other than the right to purchase APN 106-042-010 and the buildings thereon held by the tenants of Gervasoni Restaurant. Other than the Master Lease, SELLER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE (other than obligations relating to relocation assistance as set forth in Paragraph 13 below) or otherwise affect marketability of title to the Property.

(4) Except for the Master Lease and the Leases set out in section 9.d, as of the Close of Escrow for Title, there shall be no leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the property of a third party.

(5) There are no and have been no:

(i) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and SELLER agrees to indemnify, defend and hold BUYER free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements as of the Close of Escrow for Title, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues after the Close of Escrow for Title, and BUYER agrees to cooperate with SELLER, at SELLER's costs and to the extent permitted by law, with respect to SELLER's efforts to remove any such liens, fees, assessments, or encumbrances.

(ii) uncured notices from any governmental agency notifying SELLER of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Property.

(6) There is no defect or condition with respect to the Property which would prevent the use of the Property by BUYER for its intended use as a public courthouse, including, but not limited to, the condition of the soil, the existence of geologic hazards or groundwater contamination, the existence of ecological or environmental impediments or the existence of any hazardous or toxic materials on, beneath the surface of the Property at levels requiring remediation or removal under existing applicable laws and regulations.

c. Warranties, Representations and Covenants Regarding Operation of the Property through Close of Escrow for Title.

(1) SELLER hereby agrees that SELLER will not hereafter enter into new leases or any other obligations or agreements affecting the Property ("New Lease") without the prior written consent of BUYER, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall BUYER be required to consent to any New Lease that (i) provides for a term beyond December 31, 2015, and/or (ii) does not require the proposed subtenant to acknowledge their ineligibility to relocation assistance from BUYER and SELLER.

(2) SELLER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement that will not be eliminated prior to the Close of Escrow for Title.

(3) SELLER shall promptly notify BUYER of any event or circumstance that makes any representation or warranty of SELLER under this Agreement untrue or misleading, or of any covenant of SELLER under this Agreement incapable or less likely of being performed. It is understood

that the SELLER's obligation to provide notice to BUYER shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.

(4) As of the Close of Escrow for Title, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow for Title. In the event that prior to the Close of Escrow for Title, SELLER becomes aware of any fact or change in circumstance which renders any of SELLER's representations and warranties set forth herein no longer true or accurate, SELLER shall promptly disclose such to BUYER along with the detail relating to the fact or change in circumstance which renders any of SELLER's representations and warranties no longer true or accurate.

d. Representations Pertaining to Additional Documents. There are no leases, subleases or tenancies in effect pertaining to the Property excluding and excepting:

(1) One written lease (i.e. Gervasoni's Restaurant) and one verbal lease on a month to month tenancy (i.e. the e-cigarette shop) relating to the property located at 706 9th Street, Modesto, CA (multiple tenants)

(2) 26 leases relating to the property located at 900 H Street (7 written office leases; 19 storage units leases), Modesto, CA

The above written and verbal leases are collectively referred to as "Existing Leases." Copies of all of the written leases referenced in this Paragraph are attached to this Agreement as Exhibit F.

e. General Representation. No representation, warranty or statement of SELLER in this Agreement or in any document, certificate or schedule furnished or to be furnished to BUYER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. SELLER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow for Title with the same force and effect as if remade by SELLER in a separate certificate at that time. The truth and accuracy of SELLER's representations and warranties made herein shall constitute a condition for the benefit of BUYER to the Close of Escrow for Title (as elsewhere provided herein) and shall not merge into the Close of Escrow for Title or the recordation of the grant deed in the Official Records, and shall survive the Close of Escrow for Title.

10. Buyer's Representations and Warranties. In addition to any express agreements of BUYER contained herein, the following constitute representations and warranties of

BUYER to SELLER, subject to Paragraph 27 of this Agreement:

a. Representations Regarding Buyer's Authority.

(1) BUYER has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of BUYER have the legal power, right, and actual authority to bind BUYER to the terms and conditions hereof and thereof, subject to the conditions in Paragraph 27 below.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by BUYER in connection with this Agreement are and shall be, duly authorized, executed and delivered by BUYER and shall be valid, legally binding obligations of and enforceable against BUYER in accordance with their terms.

b. Representations and Covenants Regarding Environmental Review. BUYER acknowledges that (i) SELLER has not done its own investigation of the environmental condition of the Private Parcels or the City Parcels in connection with the sale of the Property, and (ii) BUYER has completed a Phase II environmental site assessment ("ESA") of the Private Parcels and City Parcels in connection with the purchase of the Property.

c. General Representation. No representation, warranty or statement of BUYER in this Agreement or in any document, certificate or schedule furnished or to be furnished to SELLER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. BUYER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow for Title with the same force and effect as if remade by BUYER in a separate certificate at that time. The truth and accuracy of BUYER's representations and warranties made herein shall constitute a condition for the benefit of SELLER to the Close of Escrow for Title (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the grant deed in the Official Records, and shall survive the Close of Escrow for Title.

d. Representation Regarding Changes in Circumstances. As of the Close of Escrow for Title, all of BUYER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by BUYER in a separate certificate at the Close of Escrow for Title. In the event that prior to the Close of Escrow for Title, BUYER becomes aware of any fact or change in circumstance which renders any of BUYER's representations and warranties set forth herein no longer true and accurate, BUYER shall promptly disclose such to SELLER along with the detail relating to the fact or change in circumstance which renders any of BUYER's representations and warranties no longer true or accurate.

11. Seller's Obligations. SELLER shall comply with the following requirements prior to the

Close of Escrow for Title with the exception of the obligations in Paragraphs 11.a and 11.b which shall be performed within the time periods set forth in those paragraphs notwithstanding the Close of Escrow for Title:

a. Removal of Utilities.

SELLER shall: (A) cap within the adjacent public rights of way (i.e. 9th Street, 10th Street, G Street and H Street) and abandon in place the City of Modesto's water, sewer, and storm drain utilities and the Pacific Gas and Electric Company's gas utilities situated upon or under the Alley; (B) keep in place and active the existing Modesto Irrigation District's lighting in Alley; (C) disconnect Modesto Irrigation District's electrical service to properties beyond the Property that are served through the Alley and reconnect electrical services at location(s) off-site to those properties; and (D) remove and relocate, to an off-site location to be determined by the utility providers, all other utilities located above-ground in the Alley as well as removing above-ground laterals to the buildings located on the Property including without limitation AT&T's telecommunication utilities and Comcast's cable/telecommunication utilities ("Removal of Utilities"). Attached to this Agreement as Exhibit E is a site plan ("Site Plan") which identifies the known locations of the utilities that are located in the Alley (collectively "Utilities"), however, the Site Plan shall not be construed as a warranty as to the location of the Utilities and SELLER shall be completely responsible for identifying the location of all of the Utilities located above, upon, or under the Alley as well as identifying the above-ground laterals to the buildings located on the Property. As BUYER develops its plans for the New Modesto Courthouse which BUYER will be constructing on the Property ("Buyer's Project"), BUYER will confer with SELLER about the precise locations for capping the City of Modesto's water, sewer, and storm drain utilities, and Pacific Gas and Electric Company's gas utilities and whether BUYER requires that electric utilities remain on-site for Buyer's Project. If BUYER determines that it prefers to have such utilities capped off on-site and/or that electric utilities remain on-site for Buyer's Project, BUYER shall request, in writing, that SELLER's Plans and Specifications (defined below) to be prepared by SELLER in accordance with Paragraph 11.a (i) below provide that such utilities be capped off on-site and/or that electric utilities remain on-site. SELLER's Plans and Specifications shall be prepared or revised to include the on-site location(s), and the Removal of Utilities will proceed accordingly. Notwithstanding the foregoing, SELLER shall not be required to change the locations for capping of the City of Modesto's water, sewer, and storm drain utilities or Pacific Gas and Electric's gas utilities, or to leave electric utilities on-site unless BUYER has requested, in writing, by August 31, 2015, that SELLER change the locations for capping of the City of Modesto's water, sewer, and storm drain utilities or Pacific Gas and Electric's gas utilities, or to leave electric utilities on-site. To the extent that there are any easements associated with these Utilities ("Utility Easements"), Removal of Utilities shall include the extinguishment of the Utility Easements, and SELLER shall be responsible for obtaining any documents necessary to extinguish the Utility Easements from the Utilities (e.g. quitclaim deeds). The Removal of Utilities shall be completed by SELLER by April 1, 2016 pursuant to the plans and specifications prepared by SELLER in accordance with Paragraph 11.a (i) below. SELLER shall commence the work for the Removal of Utilities by January 1, 2016. The Removal of Utilities shall be completed as follows:

(i) SELLER, through its consultants, shall complete design, drawings, plans, specifications, and all other documents necessary for the Removal of Utilities (which, collectively shall be hereinafter referred to as the "Plans and Specifications"). SELLER shall distribute a draft of the Plans and Specification to BUYER for review and comment by BUYER in a reasonably timely manner, and SELLER agrees to incorporate BUYER's comments into the Plans and Specifications. Prior to commencement of the Removal of the Utilities, SELLER shall submit the Plans and Specifications to BUYER for the BUYER's final written consent which consent shall not be unreasonably withheld, conditioned, or delayed. BUYER's review, comments and consent of the Plans and Specifications shall not relieve SELLER from its responsibility or liability for the means, methods, techniques, sequences, or procedures relating to the Removal of Utilities, nor shall BUYER's review, comments, or consent of the Plans and Specifications be construed as a warranty of constructability nor shall it subject BUYER to any liability for any aspect of the Removal of the Utilities, SELLER shall obtain prior written consent from BUYER for all revisions to the Plans and Specifications, which consent shall not be unreasonably withheld, conditioned, or delayed. SELLER shall provide BUYER with a complete set of Plans and Specifications, including any revisions to the Plans and Specifications, along with any as-built drawings relating to the Removal of the Utilities.

(ii) SELLER and its contractor(s) shall comply with all applicable federal, state and local law regarding the completion of the Removal of Utilities, including without limitation, the payment of prevailing wages if required by law and obtaining payment bonds by SELLER's contractor(s), if any, in the statutorily required amount as well as obtaining any necessary permits and/or approvals from any applicable governmental entities and/or applicable utility owners.

(iii) SELLER shall be responsible for and pay for all costs relating to the Removal of Utilities including without limitation all design costs (e.g. engineering costs); construction costs for relocation, capping and removal of utilities; permit costs; fees; and all costs associated with coordination and negotiations with utility owners including any legal costs relating to documents which must be drafted and executed by any utility owners, Each construction contract associated with the Removal of Utilities ("Construction Contract(s)") must include the following:

(1) Contractor must obtain a payment and performance bond in amounts equal to 125% of the amount of the Construction Contract which names the STATE as dual obligee.

(2) A provision which allows the Construction Contract to be assigned to STATE at no cost to STATE, without the consent or approval of Contractor.

(3) The STATE shall be named as additional insured by the Contractor on the general liability insurance policies.

(iv) Prior to commencing work on the Removal of Utilities, SELLER shall provide STATE with a fully executed copy of the Construction Contract, as well as copies of the payment and performance bond with the STATE named as dual obligee and certificates of insurance which indicate that the STATE has been named as additional insured under such insurance.

(v) Any cost for the Removal of Utilities in excess of Three Hundred Sixty Seven Thousand Dollars ($367,000) shall be the sole responsibility of SELLER.

(vi) If SELLER either (a) fails to provide a notice to commence by January 1, 2016 with respect to any existing Construction Contract(s); (b) materially defaults under any Construction Contract (including not making any payments to any Contractor as required under a Construction Contract); or (c) declares voluntary or involuntary bankruptcy, then SELLER, if requested by the STATE and at the STATE's sole discretion, shall assign the Construction Contract(s) to the STATE and Escrow Holder shall release any remaining funds in escrow to BUYER. **If the STATE takes assignment of the Construction Contract(s), STATE's obligation under such contracts shall not exceed, in the aggregate, Three Hundred Sixty Seven Thousand Dollars ($367,000). Any amounts due under such contracts in excess of $367,000 shall be the sole responsibility of SELLER payable after BUYER has exhausted the funds which were released from escrow. In the event that BUYER completes the Removal of Utilities pursuant to this subparagraph, BUYER shall invoice SELLER for any costs that BUYER expended on the Removal of Utilities that exceed $367,000 along with copies of the underlying invoices for goods and services paid for by BUYER that support BUYER's assertion that the costs expended by BUYER for the Removal of Utilities exceeded $367,000. Unless SELLER disputes the assertion that costs expended by BUYER exceeded $367,000, or disputes the amount expended in excess of $367,000, SELLER shall pay the undisputed amount of that invoice within 45 days of receipt of such invoice. In addition, if BUYER takes assignment of the Construction Contract(s), BUYER shall be relieved as of the effective date of the assignment of the Construction Contract(s) of making any additional payments relating to the Removal of Utilities (i.e. $367,000) to SELLER with respect to the Purchase Price.**

(vii) SELLER agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless STATE and its officers, employees and agents, from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, STATE relating to or arising from the design and completion of the Removal of Utilities.

This indemnity by SELLER herein contained shall survive the transfer of title to STATE.

(viii) All work relating to the Removal of the Utilities must be done within the Alley and no portion of the work may be on any other portions of the Property unless either (a) SELLER has the authority under the Subleases (defined in section 11.c below) to enter those portions of the Property, (b) SELLER has obtained permission from the applicable subtenants under the Subleases, or (c) the Subleases have been terminated.

(ix) Throughout the Removal of Utilities, SELLER shall keep the State informed with respect to the progress of the Removal of Utilities (including weekly construction updates in writing) and provide the STATE an opportunity to attend all on-site pre-construction meetings and periodic on-site meetings during the

Removal of Utilities and provide the State with documentation confirming the work as it is completed.

(x) The Removal of Utilities shall be considered complete upon (a) the STATE's receipt of a certification from either the City's engineer or the City's architect, as applicable, that the Removal of Utilities has been completed in accordance with all applicable law including any City of Modesto requirements, (b) the recordation of a Notice of Completion for the Removal of Utilities in the County Recorder's Office for the County of Stanislaus, and (c) the extinguishment of any Utility Easements.

(xi) SELLER's obligations under this Paragraph 11.a shall survive the transfer of title to the STATE and survive the Close of Escrow for Title.

(xii) Any references to the STATE in this Paragraph 11.a shall also include the Judicial Council of California and the Administrative Office of the Courts. Notwithstanding the foregoing, all comments and consents to the Plans and Specifications as described in Paragraph 11.a (i) shall be made and given solely by the Administration Office of the Courts.

b. Vacation of Alley.

Pursuant to the Public Streets, Highways, and Service Easements Vacation Law (Streets and Highways Sections 8300 et. seq.) and all other applicable law including without limitation any local ordinance or law of the City of Modesto, on April 15 , 2014, SELLER's City Council adopted Resolution No. 2014-____ which conditionally vacates the Alley ("Alley Vacation Resolution"). Pursuant to the Alley Vacation Resolution, the vacation of the Alley ("Alley Vacation") will become effective upon the City's removal of all utilities in the alley as set forth in further detail in Paragraph 11.a above.

Pursuant to the Alley Vacation Resolution, the Vacation of the Alley shall be considered complete when the City records a Notice of Completion for the Removal of the Utilities in the County Recorder's Office for the County of Stanislaus.

SELLER covenants the following: (i) SELLER shall take no action to rescind, repeal, or materially amend or modify the Alley Vacation Resolution, and (ii) the Alley Vacation will be effective no later than April 1, 2016 notwithstanding the reference to the June 1, 2016 date in the Alley Vacation Resolution.

c. Master Lease and Subleases. Prior to the Close of Escrow for Title, the Parties will enter into the Master Lease whereby under the Master Lease: (i) the STATE will lease the Property to SELLER pursuant to the terms and conditions set forth in the Master Lease substantially in the form attached to this Agreement as Exhibit C; and (ii) the STATE will assign the Existing Leases to SELLER which following such assignments the Existing Leases will become subleases under the Master Lease Agreement ("Subleases) with the SELLER acting as the landlord under the Subleases (defined above as the Existing Leases).

Pursuant to the terms of the Master Lease, the PARTIES agree that: (i) the STATE will continue to make the Property available for the SELLER and the SELLER will

continue to occupy and use the Property pursuant to the Master Lease with the SELLER acting as the landlord under the Subleases; (ii) in exchange for SELLER's continuing occupancy and use of the Property , SELLER shall be responsible for all costs related to its continuing occupancy and use of the Property, including but not limited to maintenance, utilities, repair, risk management, insurance and security, and hold STATE harmless from such costs; (iii) SELLER shall collect and retain rents from the Subleases; (iv) SELLER shall remove all of its operations, including personnel, personal property, and equipment from the Property, and shall vacate the Property no later than April 1, 2016; (v) SELLER shall ensure that all Subleases are terminated by December 31, 2015 and that all Subleases require the subtenants under the Subleases to vacate the Property no later than December 31, 2015, however, the STATE will be solely responsible for providing relocation assistance and benefits to the subtenants under the Subleases (defined above as the Existing Leases) pursuant to Paragraph 13 below; and (vi) SELLER shall provide: (i) at least 90 days written notice to subtenants when providing notices to vacate (or termination notices) to subtenants ("Notices to Vacate"), and (ii) 30 days written notice of intent that SELLER will be providing Notices to Vacate to the subtenants ("Notices of Intent") which Notices of Intent shall be given to both (A) BUYER and (B) Buyer's Relocation Consultant prior to providing any Notices to Vacate (or termination notices) to subtenants . SELLER shall not provide any Notices to Vacate (or termination notices) to subtenants without first coordinating with Buyer's Relocation Consultant as to whether SELLER and/or Buyer's Relocation Consultant will individually or jointly provide any necessary notices to subtenants which are required under the Subleases and/or the Relocation Assistance Laws (defined in Paragraph 13 below). For purposes of this paragraph and Paragraph 13 of this Agreement, Buyer's Relocation Consultant is David Richman of Auto Temp at P.O. Box 459, Mammoth Lakes, CA 93546; (760) 934-4263; david@autotempservices.com. Notwithstanding the foregoing, in the event that SELLER has provided the Notices of Intent by September 1, 2015 and BUYER's Relocation Consultant has failed to timely coordinate with SELLER, SELLER may provide the 90 day Notices to Vacate to subtenants on October 1, 2015.

d. No Grants or Conveyances. Except as provided for in the Master Lease, SELLER shall not grant, convey, or enter into any easement, lease, license, agreement, lien, encumbrance, or any other legal or beneficial interest in or to the Property, without the prior written consent of BUYER, which consent is at BUYER's sole discretion.

e. No Violation of Laws. After execution of this Agreement by SELLER and up to the Close of Escrow for Title, SELLER shall not violate, nor allow (to the extent it is within the legal control of SELLER) the violation of, any law, ordinance, rule, or regulation affecting the Property.

f. Preservation of Easements and Other Rights. Prior to the Close of Escrow for Title, SELLER shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

g. Taxes and Assessments. SELLER shall cause all payments on any encumbrances or assessments affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Closing Date, to be paid prior to the Close of Escrow for Title.

h. Zoning. Prior to the Close of Escrow for Title, SELLER shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without BUYER's prior written approval, and SELLER shall immediately provide BUYER with a copy of any written materials received by SELLER evidencing or relating to any proposal or attempt to effect any change, alteration, modification, addition to, or termination of any of the presently existing general plan or zoning designations of the Property that are submitted to the CITY, other than those zoning changes, if any, sought by BUYER.

i. No Modification to Condition of Property. To the extent it is within the legal control of SELLER, SELLER shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that BUYER executed this Agreement; and (iii) deliver possession of the Property to BUYER at the Close of Escrow for Title in substantially the same condition that existed as of the date that BUYER executed this Agreement except for any remediation that SELLER agrees to do as in response to BUYER's due diligence.

j. Notification to Buyer. SELLER shall promptly notify BUYER of any event or circumstance that could or would render any representation or warranty of SELLER under this Agreement untrue or misleading, or of any covenant of SELLER under this Agreement incapable or less likely of being performed; provided, however, that SELLER's foregoing obligation to provide notice to BUYER shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.

k. No Recordation of CCRs. SELLER shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

l. No Assessment Districts or Special Tax Districts. SELLER shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

12. Additional Terms of Sale.

a. Loss, Destruction and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction and condemnation:

(1) If, before legal title to the Property is transferred to BUYER, all or a material part of the Property is destroyed without fault of BUYER, or is taken by or threatened to be taken by eminent domain by any governmental entity, BUYER shall be entitled to terminate its obligations under this Agreement by written notice to SELLER and SELLER shall not have the right to enforce against BUYER this Agreement. If BUYER does not elect to terminate this Agreement, then BUYER shall proceed to close as provided herein, without reduction in the Purchase Price for destruction of the Property or any part thereof, however, any insurance proceeds resulting from such loss or destruction and any judgment amounts from any eminent domain action shall be assigned to the AOC. SELLER will promptly notify BUYER in writing of any eminent domain proceedings (including threats of eminent domain) affecting the Property.

(2) If, after legal title of the Property is transferred to BUYER all or any part of the Property is destroyed without fault of SELLER, or is taken by eminent domain by any governmental entity, BUYER is not relieved from BUYER's obligation under this Agreement to pay the full Purchase Price for the Property, as long as SELLER complies with its obligations under Paragraphs 11.a and 11.b of this Agreement, unless BUYER agrees in writing that SELLER's compliance with Paragraphs 11.a and 11.b is not necessary under the circumstances. In such event BUYER will direct Escrow Holder to disburse all sums remaining in escrow to BUYER.

b. Any title evidence, which may be desired by the BUYER, will be procured by BUYER. The SELLER will cooperate with the BUYER or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title to the Property involved, as it may have available. It is understood that the SELLER will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property except with respect to removing any liens or encumbrances on the Property.

If this Agreement is accepted, the SELLER shall convey or cause to be conveyed to the BUYER by a grant deed, title to all of the real property described in Exhibit A. Subject to the provisions of the escrow instructions, yet to be prepared, the conveyance is subject to the Property vesting in STATE, free and clear of all liens, leases, reservations, encumbrances, assessments, easements, of record or otherwise, and of taxes except the Existing Leases and those encumbrances and easements of record approved by BUYER in writing.

c. Brokers. STATE and SELLER each represents and warrants to the other that it has engaged no real estate broker or agent in connection with the sale contemplated by this Agreement except for BUYER's broker, Duke Leffler of PMZ Realty ("Buyer's Broker") and that they know of no other real estate broker or agent who is entitled to a commission or finder's fee in connection with this transaction. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than Buyer's Broker .

In addition, BUYER represents and warrants to SELLER that BUYER will pay all brokerage fees which are due to Buyer's Broker in connection with this transaction, and BUYER shall indemnify, protect, defend, and hold harmless SELLER against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) from Buyer's Broker with respect to payment of any commission alleged to be owing to Buyer's Broker in connection with this transaction. Also, SELLER represents and warrants to BUYER that to SELLER's knowledge, the owners of the Private Parcels are not obligated to pay any brokerage fees in connection with the transactions between SELLER and the owners of the Private Parcels, and SELLER shall indemnify, protect, defend, and hold harmless BUYER against all claims, demands, losses,

liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) with respect to payment of any commission alleged to be owing in connection with any of the transactions between SELLER and the owners of the Private Parcels.

13. Relocation Assistance. SELLER hereby warrants that said Property is owner occupied with respect to the City Parcels and tenant occupied with respect to the Private Parcels. STATE recognizes its responsibility for consideration of relocation assistance pursuant to Government Code Section 7260 et seq., and other implementing rules and regulations including the Judicial Council of California Rules and Regulations for Relocation Payments and Assistance for Judicial Branch Capital Outlay Projects (collectively, "Relocation Assistance Laws"). Notwithstanding that SELLER is responsible for causing subtenants to vacate the Private Parcels pursuant to Paragraph 11.c and the Master Lease, STATE acknowledges and agrees that it alone shall be the displacing agency under the Relocation Assistance Laws, however SELLER shall be required to coordinate the vacation of the subtenants with BUYER and Buyer's Relocation Consultant as set forth in Paragraph 11.c and the Master Lease.

With respect to the City Parcels, STATE shall pay SELLER, in addition to the Purchase Price, SELLER's relocation and reestablishment costs eligible for reimbursement under the Relocation Assistance Laws and the Department of General Services approved Relocation Benefit Study for the Property ("Relocation Benefit Study"), however, such amount shall not exceed $80,000 which is the maximum amount for the City Parcels set forth in the Relocation Benefit Study which is attached to this Agreement as Exhibit G. Any payments of relocation and reestablishment costs to SELLER, including timing of such payments, shall be consistent with the Relocation Benefit Study and the Relocation Assistance Laws.

With respect to the Private Parcels, STATE will be solely responsible for meeting with subtenants under the Subleases, determining eligibility for, providing and paying for, and all other matters relating to, any relocation benefits and assistance due to the subtenants under the Subleases (formerly known as the Existing Leases) under the Relocation Assistance Laws as set forth in the Relocation Benefit Study, however, SELLER shall be responsible for any additional relocation benefits in excess of the amounts set forth in the Relocation Benefit Study if, and only if, SELLER took any unilateral action(s) without the STATE's prior written consent which made such subtenant(s) eligible for such additional amounts.

BUYER shall indemnify, protect, defend, and hold harmless SELLER, its officers, employees and agents, from and against any and all claims, demands, damages, losses, liabilities, lawsuits, judgments, suits, proceedings, and costs and expenses (including, without limitation, attorney's fees, court costs, and administrative procedural costs) ("Claims") of any kind or nature which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, SELLER relating to or arising out of any Claims for relocation benefits made by any of the subtenants under the Subleases on the Private Parcels or any new subtenants of any portion of the Property after the Close of Escrow excluding any Claims for additional relocation benefits in excess of the amounts set forth in the Relocation Benefit Study to the extent that such Claims arose from any unilateral action(s) taken by the SELLER without the BUYER's prior written consent which made such subtenant(s) eligible for such additional amounts.

14. Access to Property. BUYER shall be provided with access to the Property and be entitled to undertake, at BUYER's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property, if any.

15. Pollution Liability Insurance.

a. As a material inducement to STATE to execute this Agreement, subject to Paragraph 7.i of this Agreement, SELLER shall purchase a policy of pollution liability insurance, with terms and conditions approved by the BUYER, which shall provide limits of liability of $10 million each Pollution Condition (defined below) and $20 million policy period aggregate, and shall be in force for a Policy Period of 10 years effective at the Close of Escrow for Title insuring the Insureds (defined below) with respect to any Pollution Condition on, at, under, or migrating from the Property in substantially the same form as one of the two policies attached hereto as Exhibits H-1 and H-2 subject to final approval by the STATE (the "**Pollution Liability Policy**"). SELLER's obligation to fund the Pollution Liability Policy includes all premiums and costs, including any deductibles or self-insured retention amounts associated with procurement and administration of the Pollution Liability Policy and any endorsements thereto.

b. The Pollution Liability Policy shall remain in full force and effect until the end of the Policy Period and SELLER shall be solely responsible to pay, and shall pay, when due (i) all premiums and costs associated with procuring and maintaining the Pollution Liability Policy and any endorsements thereto during the Policy Period, and (ii) all deductibles or self-insured retention amounts that are required to be paid under the terms of the Pollution Liability Policy.

c. Reporting Obligations; Claims. During the Policy Period, each Party shall notify the other Party, and the Pollution Liability Policy insurer, in writing, as soon as is practicable following the discovery of any: (i) actual, threatened, or suspected Pollution Condition on, at, under, or migrating from the Property; (ii) action taken or liability imposed by any federal, state, provincial, municipal, or other local government agency or body acting under the authority of Environmental Laws; (iii) claims, lawsuits or other actions alleging responsibility or liability on the party of any one or more Insureds for any bodily injury, death, property damage, or remediation costs (including attorney fees and costs) arising from any Pollution Condition on, at, under, or migrating from the Property. The Party providing any such notice shall include therein such reasonably-detailed information as may be required by the Pollution Liability Policy to the extent that such information is actually known to the notifying Party.

d. For the period beginning with the Close of Escrow for Title and until the termination of the Master Lease, the SELLER shall be responsible to submit all verbal and written notices and claims to, and to otherwise to engage in all

required communications directly with, the insurer under the Pollution Liability Policy.

e. For the period following the termination of the Master Lease until the termination of the Policy, the BUYER shall be responsible to submit all verbal and written notices and claims to, and to otherwise engage in all required communications directly with, the insurer under the Pollution Liability Policy. The Policy shall be so endorsed.

f. Liability After Policy Period or Exhaustion of Limits Under the Pollution Liability Policy. From and after the earliest to occur of (i) termination of the Policy Period or (ii) the exhaustion of the coverage limits of the Pollution Liability Policy, SELLER shall have no further obligation or responsibility to provide or maintain the Pollution Liability Policy for the benefit of any of the Insureds, and SELLER shall have no further indemnification obligations to STATE with respect to the environmental condition of the Property.

g. Survival. The provisions of this paragraph 15 will take effect on the Close of Escrow of Title, and will survive and remain in full force and effect after the Close of Escrow of Title and notwithstanding the Closing.

h. Definitions.

(i) The term "**Insureds**" means all persons and entities that are named as insureds on the Pollution Liability Policy, which shall be as follows:

the City of Modesto, the State of California, acting by and through the Judicial Council of California; the Judicial Council of California; the Administrative Office of the Courts; the Superior Court of California, County of Stanislaus, and any past and present director, officer, judicial officer, employee or agent of any of the foregoing while acting within the scope of his or her duties as additional insureds.

(ii) The term "**Pollution Condition**" has the same meaning as either "**Pollution Condition," Pollution Event"** or any other similar term that is found in the Pollution Liability Policy(ies) attached hereto as Exhibits H-1 and H-2, as applicable.

(iii) The term "**Policy Period**" has the same meaning as found in the Pollution Liability Policy(ies) attached hereto as Exhibit H-1 and Exhibit H-2, as applicable, but in no event shall the Policy Period be for a term less than 10 years from the Close of Escrow of Title.

(iv) Notwithstanding the foregoing definitions, if there is any inconsistency between the definitions set forth above and those contained in the Pollution Liability Policy ultimately approved by the STATE, the definitions in such Pollution Liability Policy shall prevail.

16. Environmental Indemnification.

a. Indemnification. SELLER, at its sole cost and expense, hereby irrevocably and unconditionally agrees to defend, indemnify, and hold STATE Parties (as described below) harmless from and against any and all Environmental Losses arising during

the Policy Period) to the extent covered by the Pollution Liability Policy relating to, resulting from or otherwise attributable to, directly or indirectly, (i) any Hazardous Substance (defined below) present or alleged to be present on, at, under, or migrating from or alleged to be migrating from the Property, whether or not such Hazardous Substances were produced, stored, used or transported in compliance with applicable Environmental Law, (ii) any activity (and the consequences thereof), including any release of Hazardous Substances, or claimed activity (and the consequences thereof) carried on or undertaken on or off the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substances at any time located or present on, under or incorporated in, or used in connection with, the Property, (iii) any violation (and the consequences thereof) or claimed violation (and the consequences thereof) of any applicable Environmental Law affecting the Property, (iv) any place or location used for the disposal of Hazardous Substances by STATE or any of its predecessors-in-interest, whether for its own behalf or on behalf of others, (v) any other Environmental Loss, and any action or inaction of STATE or any of its predecessors-in-interest with respect thereto, (vi) any discharge, release, emission or migration, or any alleged discharge, release, emission, emanation or migration, of any Hazardous Substance upon or from the Property into the environment, (vii) the use of the Property at any time as a permanent treatment or temporary treatment, storage or disposal site for any Hazardous Substance, or (viii) STATE or any of its predecessors-in-interest transporting or arranging for the transportation of any Hazardous Substance to any location which is listed or posed for listing under CERCLA or any similar state list or which is the subject of federal, state or local enforcement actions or other investigation, whether the Indemnified Losses that occur in connection with clauses (i) through (viii) above arise before, during or after enforcement of the remedies and rights available to SELLER (subject to the claim reporting requirements set forth in the Pollution Liability Policy). Excluded from this obligation by SELLER to indemnify, defend and hold STATE Parties harmless are Environmental Losses to the extent arising out of the negligent acts or omissions by one or more STATE Parties in violation of Environmental Laws, or willful violations of Environmental Laws by one or more STATE Parties. This section 16(a) shall survive the Close of Escrow and the recording of the grant deed conveying the Property from SELLER to STATE.

b. Definitions.

(i) The term "**Corrective Work**" means the removal, relocation, elimination, remediation, encapsulation or other treatment of Hazardous Substances of or from all or any portion of (A) the Property (necessary to maintain or bring the Property into compliance with Environmental Laws) and (B) surrounding areas of the Property necessary to bring the property into compliance with Environmental Laws) and, to the extent thereby required, the reconstruction and rehabilitation of the Property performed by any person or entity, including, without limitation, STATE, any of their respective agents, contractors, subcontractors, employees and any governmental entity for any reason, including, without limitation, pursuant to any Environmental Laws.

(ii) The term "**Environmental Laws**" means all federal, state, local or municipal laws, rules, orders, regulations, statues, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or

regulations relate to Hazardous Substances on, in, at, under, or about the Property), occupational or environmental conditions on, in, at, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. section 9601 et seq.] the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act (42 U.S.C.A. sections 6901 et seq.; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. section 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. sections 2601 et seq.]; the Hazardous Materials Transportation Authorization Act (HMTA [49 U.S.C.A. sections 5101 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. sections 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. sections 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. sections 300f et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. sections 655, 657]; the California laws regarding the underground storage of hazardous substances (Health & Safety Code sections 25280 et seq.); the Hazardous Substance Account Act (Health & Safety Code sections 25300 et seq.); the California laws regarding hazardous waste control (Health and Safety Code section 25100 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code sections 25249.5 et seq.); the Porter-Cologne Water Quality Control Act (Water Code sections 13000 et seq.), and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(iii) The term "**Environmental Losses**" means incurred and potential damages, losses, liability, costs and expenses of Corrective Work, any other clean-up or response costs (which, without limitation, shall include costs to cause the property to come into compliance with Environmental Laws), investigation costs (including fees of consultants, counsel and other experts in connection with any environmental investigation, testing, audits or suits), and any other incurred or potential obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, causes of action (including, without limitation, any common law cause of action), liabilities, losses (including, without limitation any reduction in the value of the Property), damages (including any actual, punitive or consequential damages under any statutory or common law cause of action), defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind and nature whatsoever (including, without limitation, attorneys' and experts' or other consultants' fees and disbursements incurred in connection with any of the matters with respect to which STATE is indemnified hereunder), including interest thereon.

(iv) The term "**Hazardous Substances**" means, without limitation, substances defined as "hazardous substances," hazardous materials," "hazardous wastes," "toxic substances," "extremely hazardous waste" or "restricted hazardous waste" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 *et seq.*; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; and any substances regulated pursuant to any Environmental Law.

(v) The term "**SELLER Parties**" shall means, collectively, SELLER and its respective members, partners, affiliates, parent business organizations, subsidiary business

organizations, shareholders, officers, directors, beneficiaries, agents, employees, attorneys and representatives and their respective successors and assigns.

(vi) The term "**STATE Parties**" means, collectively, the State of California, the Judicial Council of California and the Administrative Office of the Courts, its staff agency, the Superior Court of California, County of Sacramento, and their respective elected officials, officers, judicial officers, directors, agents, employees, attorneys and representatives and their respective successors and assigns.

(vii) Notwithstanding the foregoing definitions, if there is any inconsistency between the definitions set forth above and those contained in the Pollution Liability Policy ultimately approved by the STATE, the definitions in such Pollution Liability Policy shall prevail.

17. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

If to SELLER:
City of Modesto
Attn: Brent Sinclair
1010 10th Street
Modesto, CA 95354
Telephone: 209-577-5228

With a copy to:
City of Modesto
Office of the City Attorney
P.O. Box 642
Modesto, CA 95353
Attn: Richard Evans
Telephone: (209) 577-5282

With a copy to:
Matthew O. Pacher
Damrell Nelson Schrimp Pallios Pacher & Silva
1601 I Street, Fifth Floor
Modesto, CA 95354
Telephone: (209) 526-3500

If to BUYER:
Judicial Council of California
Administrative Office of the Courts
Office of Real Estate and Facilities Management
Attn: Assistant Director, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-4040

and

Judicial Council of California
Administrative Office of the Courts
Office of Real Estate and Facilities Management
Attn: Manager, Real Estate

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-4048

18. Assignment. SELLER shall not assign its interest under this Agreement at any time prior to the Close of Escrow for Title.

19. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

20. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

21. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.

22. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.

23. Amendments. This Agreement may not be modified or amended except in writing by the PARTIES.

24. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

25. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

26. Legislative Approval. Any obligation of the State created by or arising from this Agreement shall not impose a debt upon the State, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.

27. Authorization, Approvals, Binding Nature. **This Agreement has no force and effect and is not binding on the State of California until and unless it is authorized by the SPWB at a duly noticed public meeting. This Agreement has no force and effect and is not binding on the City of Modesto until and unless it is authorized by the City Council of the City of Modesto at a duly noticed public meeting.**

28. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

29. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow for Title shall survive Close of Escrow for Title and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow for Title, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow for Title, or, to the extent the context requires, beyond any termination of this Agreement.

30. Further Action. Each party hereto shall, before the Close of Escrow for Title, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.

31. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

32. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A: Property Description
Exhibit B: Deed with attached Certificate of Acceptance
Exhibit C: Form of Master Lease Agreement
Exhibit D: Location of Alley
Exhibit E: Site Plan of Utilities
Exhibit F: Copies of Existing Leases
Exhibit G: Relocation Benefit Study
Exhibit H-1: Pollution Liability Policy--A
Exhibit H-2: Pollution Liability Policy--B

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Property Acquisition Agreement (Agreement) by its City Manager and attestation by its City Clerk by Resolution No. 2014-____ adopted by the Council on _____day of _____, 2014, and the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts, has caused this Agreement to be duly executed.

SELLER:

CITY OF MODESTO, a municipal corporation

By: _____
GREG NYHOFF
City Manager

ATTEST:

By:_____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM

ADAM O. LINDGREN
Interim City Attorney

By:_____
RICHARD B. EVANS
Senior Deputy City Attorney

APPROVED AS TO RISK MANAGEMENT FORM

By:_____
MARY AKIN, Risk Manager

BUYER/STATE:

STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Name: Steven Jahr
Title: Administrative Director of the Courts
Date: _____

APPROVED AS TO FORM:
Administrative Office of the Courts,
Legal Services Office

By: _____
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: _____

AUTHORIZED:

STATE OF CALIFORNIA
State Public Works Board

By: _____
Jerry Leong
Assistant Administrative Secretary

Date: _____

EXHIBIT "A"

Property Description

[Legal Description to be attached to encompass the entire Property]

EXHIBIT "B"

Form of Grant Deed with Certificate of Acceptance

EXHIBIT "C"

Form of Master Lease Agreement

EXHIBIT "D"

Location of Alley

EXHIBIT "E"

Site Plan of Utilities

EXHIBIT "F"

Copies of Existing Leases

EXHIBIT "G"

Relocation Benefit Study

Exhibit H-1

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, WHERE APPLICABLE, THE EXTENDED REPORTING PERIOD. IN ADDITION, THIS POLICY MAY HAVE PROVISIONS OR REQUIREMENTS DIFFERENT FROM OTHER POLICIES YOU MAY HAVE PURCHASED. PLEASE READ CAREFULLY.

THIS POLICY CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF LEGAL EXPENSE THE COMPANY IS RESPONSIBLE TO PAY. LEGAL EXPENSE SHALL BE APPLIED AGAINST THE SELF-INSURED RETENTION AMOUNT STATED IN ITEM 4. OF THE DECLARATIONS AND IS SUBJECT TO THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 7. of the Declarations and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted herewith, and subject to all the terms and conditions of this Policy, and the Limits of Liability, and Self-Insured Retention Amount stated in the Declarations, the Company agrees with the INSURED as follows:

I. INSURING AGREEMENT

A. Coverage A - POLLUTION LEGAL LIABILITY

The Company will pay on behalf of the INSURED for LOSS and related LEGAL EXPENSE resulting from any POLLUTION CONDITION on, at, under or migrating from any COVERED LOCATION, which the INSURED has or will become legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, by the INSURED, during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD.

B. Coverage B - REMEDIATION LEGAL LIABILITY

The Company will pay on behalf of the INSURED for REMEDIATION EXPENSE and related LEGAL EXPENSE resulting from any POLLUTION CONDITION on, at, under or migrating from any COVERED LOCATION:

1. for a CLAIM first made against the INSURED during the POLICY PERIOD which the INSURED has or will become legally obligated to pay; or

2. that is first discovered during the POLICY PERIOD,

provided that the INSURED reports such CLAIM or POLLUTION CONDITION to the Company, in writing, during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD.

C. Coverage C - CONTINGENT TRANSPORTATION COVERAGE

The Company will pay on behalf of the INSURED for LOSS, REMEDIATION EXPENSE and related LEGAL EXPENSE resulting from any POLLUTION CONDITION that arises solely during the course of TRANSPORTATION by any CARRIER, which the INSURED has or will become legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, by the INSURED, during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD.

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II. DEFINITIONS

A. **ADDITIONAL NAMED INSURED** means any person(s) or entity(ies) endorsed onto this Policy as an ADDITIONAL NAMED INSURED, but solely to the extent such person(s) or entity(ies) is liable as a result of the ownership, occupation, development, operation, maintenance, financing or use of any COVERED LOCATION.

B. **BODILY INJURY** means:

1. physical injury, sickness, disease or building related illness, including death resulting therefrom, and any accompanying medical or environmental monitoring; and/or

2. mental anguish, emotional distress, or shock,

caused by any POLLUTION CONDITION.

C. **CARRIER** means any person(s) or entity(ies), other than the INSURED or any subsidiary or affiliate company of the INSURED, engaged by or on behalf of the INSURED, licensed and in the business of transporting property for hire by land motor vehicle or watercraft.

D. **CLAIM** means any demand(s), notice(s) or assertion(s) of a legal right alleging liability or responsibility on the part of the INSURED and shall include but not be limited to lawsuit(s), petition(s), order(s) or government and/or regulatory action(s), filed against the INSURED.

E. **COVERED LOCATION** means any location(s) listed in the Covered Location Schedule endorsed onto this Policy.

F. **EXTENDED REPORTING PERIOD** means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period, as described in Section V. EXTENDED REPORTING PERIOD of this Policy.

G. **FIRST NAMED INSURED** means the person or entity stated in Item 1. of the Declarations.

H. **INSURED** means the FIRST NAMED INSURED, any ADDITIONAL NAMED INSURED endorsed onto this Policy, and any present or former director, officer, partner, employee, leased worker or temporary worker thereof while acting within the course and scope of his/her duties as such.

I. **LEGAL EXPENSE** means legal costs, charges and expenses incurred in the investigation, adjustment or defense of any CLAIM for LOSS or REMEDIATION EXPENSE, or in connection with the payment of any REMEDIATION EXPENSE as applicable, and shall include any necessary expert fees paid to experts retained by defense counsel.

LEGAL EXPENSE does not include the time and expense incurred by the INSURED in assisting in the investigation or resolution of a CLAIM or in connection with REMEDIATION EXPENSE, including but not limited to the costs of the INSURED'S in-house counsel, salary charges of regular employees or officials of the INSURED, and fees and expenses of supervisory counsel retained by the INSURED.

J. **LOSS** means monetary judgment, award or settlement of compensatory damages as well as related punitive, exemplary or multiplied damages where insurance coverage is allowable by law arising from:

1. BODILY INJURY; and/or

2. PROPERTY DAMAGE.

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K. **LOW-LEVEL RADIOACTIVE WASTE AND MATERIAL** means:

1. Waste as defined in Title 10 Code of Federal Regulations, Part 61.2; and/or

2. material regulated by the United States Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in Title 10 Code of Federal Regulations, Part 33.11.

L. **MOLD MATTER** means mold, mildew or any type or form of fungus; including any mycotoxins, spores, or byproducts produced or released by fungi.

M. **MOLD MATTER REMEDIATION STANDARD** means standards for the investigation and abatement of MOLD MATTER imposed by a Federal, State, Local or Provincial governmental authority pursuant to a law or regulation governing the investigation and abatement of MOLD MATTER. If no standards have been imposed by such authority, then the standards for investigation and abatement shall be those necessary to protect human health at the COVERED LOCATION, as determined in consultation with a MOLD MATTER PROFESSIONAL, and shall be no less than those remediation activities recommended by the New York City Department of Health & Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments ("NYC Guidelines"), or any subsequent amendments thereof. All of these standards shall take into consideration the use of the COVERED LOCATION on the date the COVERED LOCATION was endorsed onto this Policy.

N. **MOLD MATTER PROFESSIONAL** means a Certified Industrial Hygienist, or similarly qualified health and safety professional experienced in performing mold investigation and remediation, retained by or with the prior written consent of the Company.

O. **NATURAL RESOURCE DAMAGE** means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any State, Local or Provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

P. **POLICY PERIOD** means the period stated in Item 2. of the Declarations, or any shorter period arising as a result of cancellation.

Q. **POLLUTANTS** means any solid, liquid, gaseous or thermal pollutant, irritant or contaminant including but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, waste materials, including medical, infectious and pathological wastes, electromagnetic fields, LOW-LEVEL RADIOACTIVE WASTE AND MATERIAL, and MOLD MATTER.

R. **POLLUTION CONDITION** means:

1. the discharge, dispersal, release, seepage, migration, or escape of POLLUTANTS into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;

2. the presence of any uncontrolled or uncontained POLLUTANTS into land, the atmosphere, or any watercourse or body of water including groundwater; or

3. the presence of MOLD MATTER on buildings or structures.

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S. **PROPERTY DAMAGE** means:

1. physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties;

2. loss of use of such property that has not been physically injured or destroyed;

3. diminished third party property value; and/or

4. NATURAL RESOURCE DAMAGE,

caused by any POLLUTION CONDITION.

PROPERTY DAMAGE does not include REMEDIATION EXPENSE.

T. **REMEDIATION EXPENSE** means expenses caused by a POLLUTION CONDITION and incurred to investigate, assess, remove, dispose of, abate, contain, treat or neutralize a POLLUTION CONDITION, to the extent required by:

1. Federal, State, Local or Provincial Laws, Regulations or Statutes, or any subsequent amendments thereof, or MOLD MATTER REMEDIATION STANDARDS, enacted to address a POLLUTION CONDITION, including any individual or entity acting under the authority thereof; and/or

2. a legally executed state voluntary program governing the cleanup of a POLLUTION CONDITION.

REMEDIATION EXPENSE shall also include any associated (i) monitoring and testing costs, or (ii) punitive, exemplary or multiplied damages, where insurable by law. REMEDIATION EXPENSE shall also include RESTORATION COSTS.

U. **RESTORATION COSTS** means reasonable and necessary costs incurred by the INSURED to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring REMEDIATION EXPENSE.

However, these costs shall not exceed the actual cash value of such real or personal property immediately prior to incurring the REMEDIATION EXPENSE or include costs associated with improvements or betterments. Actual cash value is defined as the cost to replace such real or personal property, immediately prior to incurring the REMEDIATION EXPENSE, minus the accumulated depreciation of the real or personal property.

V. **RESPONSIBLE INSURED** means:

1. any officer, director, or partner of the INSURED;

2. any person(s) or entity(ies) authorized by the INSURED to act for or in place of the INSURED; and/or

3. any employee of the INSURED responsible for the environmental or health and safety affairs of the INSURED.

W. **TRANSPORTATION** means:

1. **Out-Bound** - the movement by a CARRIER of the INSURED'S product or waste generated by the INSURED, after a CARRIER crosses the legal boundary of a COVERED LOCATION until the INSURED'S waste or product is delivered or unloaded by the CARRIER; and/or

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2. **In-Bound** - the loading and movement by a CARRIER of material, from a location other than a COVERED LOCATION, until the CARRIER crosses the legal boundary of a COVERED LOCATION.

X. **UNDERGROUND STORAGE TANK(S)** means any stationary container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground and is: (i) constructed primarily of non-earthen materials; and (ii) designed to contain any substance.

III. TERRITORY

A CLAIM must be made or brought in the United States, its territories or possessions or in Canada.

This Policy shall not apply to any risk which would be in violation of the laws of the United States or Canada, as applicable, including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control).

IV. EXCLUSIONS

This Policy does not apply to LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE or any other coverages afforded by endorsement attached to this Policy:

1. **Non-Disclosed Conditions**
arising from any POLLUTION CONDITION existing prior to the inception date of this Policy, and reported to or known by a RESPONSIBLE INSURED, which was not disclosed in writing to the Company in the Application or related materials prior to the inception date of this Policy or prior to the COVERED LOCATION being endorsed onto this Policy. Any POLLUTION CONDITION disclosed in writing to the Company and not otherwise excluded under this Policy is deemed to be first discovered on the date a COVERED LOCATION is endorsed onto this Policy.

2. **Fines/Penalties/Assessments**
based upon or arising out of any fines, penalties or assessments.

   This exclusion does not apply to punitive, exemplary or multiplied damages.

3. **Employer's Liability/Workers' Compensation**
based upon or arising out of injury to:

   a. any employee, director, officer, partner, leased worker or temporary worker of the INSURED if such injury occurs during and in the course of said employment, or during the performance of duties related to the conduct of the INSURED'S business, or arising out of any Workers' Compensation, unemployment compensation or disability benefits law or similar law; and

   b. the spouse, child, parent, brother or sister of such employee, director, officer, partner, leased worker or temporary worker of the INSURED as a consequence of Item a. above.

4. **Contractual Liability**
based upon or arising as a result of liability of others assumed by the INSURED in any contract or agreement unless the liability would exist in the absence of a contract or agreement.

   Only as it applies to coverages offered under this Policy, this exclusion does not apply to liability of others assumed by the INSURED in contracts listed in the Insured Contract(s) Schedule endorsed onto this Policy.

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5. **Insured's Property/Bailee Liability**
with respect to PROPERTY DAMAGE only, to property owned, leased or operated by, or in the care, custody or control of the INSURED, even if such PROPERTY DAMAGE is incurred to avoid or mitigate LOSS or REMEDIATION EXPENSE which may be covered under this Policy.

This exclusion does not apply to RESTORATION COSTS or NATURAL RESOURCE DAMAGE.

6. **New Pollution Conditions at Divested Property**
based upon or arising from any POLLUTION CONDITION on, at, under or migrating from any COVERED LOCATION, where the actual discharge, dispersal, release, seepage, migration or escape of POLLUTANTS commenced subsequent to the time such COVERED LOCATION was sold, given away, or abandoned by the INSURED, or condemned.

7. **Radioactive / Nuclear Material**
based upon or arising out of:

a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the processing or reaction of nuclear fuel;

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

c. the existence, required removal or abatement of Naturally Occurring Radioactive Material, including but not limited to radon;

d. high-level radioactive waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues and waste with greater than specified quantities of elements heavier than uranium; or

e. mixed Waste as defined in Title 40 Code of Federal Regulations, Part 266.210; however, this clause e. does not apply to Mixed Waste that contains Waste as defined in Title 10 Code of Federal Regulations, Part 61.2,

including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

8. **Products Liability**
based upon or arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under the INSURED's name including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the POLLUTION CONDITION took place away from a COVERED LOCATION and after physical possession of such goods or products has been relinquished to others.

This exclusion does not apply to Coverage C – CONTINGENT TRANSPORTATION COVERAGE, as stated in Section I. INSURING AGREEMENT of this Policy.

9. **Non-Compliance**
arising from any POLLUTION CONDITION that results from the intentional disregard of, or the deliberate, willful or dishonest non-compliance by a RESPONSIBLE INSURED with any statute, regulation, ordinance, order, notice letter or instruction from, by or on behalf of any governmental body or entity.

10. **Hostile Acts**
based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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11. **Lead-Based Paint and Asbestos**
based upon or arising out of the existence, required removal or abatement of lead-based paint or asbestos, in any form, in any building or structure, including but not limited to products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

12. **Underground Storage Tank(s)**
based upon or arising out of the existence of any UNDERGROUND STORAGE TANK(S) on, at or under a COVERED LOCATION. This exclusion does not apply to UNDERGROUND STORAGE TANK(S):

    a. which are closed, abandoned-in-place or removed prior to the inception date of this Policy, in accordance with all applicable Federal, State, Local or Provincial Regulations in effect at the time of closure, abandonment or removal;

    b. listed in the Underground Storage Tank(s) Schedule endorsed onto this Policy, if any;

    c. the existence of which is unknown by a RESPONSIBLE INSURED as of the inception date of this Policy;

    d. flow-through process tanks, including oil/water separators; or

    e. storage tank(s) situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

13. **Insured vs. Insured**
based upon or arising from a CLAIM by one INSURED against another INSURED.

14. **Material Change in Use or Operations**
based upon or arising out of a material change in the use of, or a material change in the operations at, any COVERED LOCATION from those set forth by the INSURED in the Application or related materials as of the inception date of this Policy.

15. **Retroactive Date**
based upon or arising out of any POLLUTION CONDITION that commenced prior to the Retroactive Date stated in Item 5. of the Declarations which includes any dispersal, migration or further movement of the aforementioned POLLUTION CONDITION on or after the Retroactive Date stated in Item 5. of the Declarations.

16. **Reverse Retroactive Date**
based upon or arising out of any POLLUTION CONDITION that commenced subsequent to the Reverse Retroactive Date stated in Item 6. of the Declarations.

17. **Communicable Diseases**
based upon or arising out of the exposure to infected individuals or animals, or contact with bodily fluids of infected individuals or animals.

V. EXTENDED REPORTING PERIOD

A. **Automatic Extended Reporting Period:**

The INSURED shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium, commencing on the last day of the POLICY PERIOD, subject to the following terms and conditions:

1. The Automatic Extended Reporting Period shall apply to a CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, by the INSURED during the Automatic Extended Reporting Period and otherwise covered by this Policy.

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2. The Automatic Extended Reporting Period shall also apply to a CLAIM first made against the INSURED during the Automatic Extended Reporting Period, resulting from any POLLUTION CONDITION first discovered and reported to the Company, in writing, by the INSURED during the POLICY PERIOD and otherwise covered by this Policy. In this case, the CLAIM shall be deemed to have been made against the INSURED on the last day of the POLICY PERIOD.

3. The Automatic Extended Reporting Period shall also apply to any POLLUTION CONDITION first discovered by the INSURED during the POLICY PERIOD and reported to the Company, in writing, by the INSURED within the Automatic Extended Reporting Period and otherwise covered under this Policy.

The ninety (90) day Automatic Extended Reporting Period does not apply where:

1. this Policy is terminated for fraud, misrepresentation or non-payment of premium as described in Section IX. CONDITIONS, B. Cancellation, Items 2.a. and 2.b.; or

2. the INSURED has purchased other insurance to replace this Policy, which provides coverage for a CLAIM and/or POLLUTION CONDITION.

B. Optional Extended Reporting Period:

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period in the event this Policy is non-renewed, subject to the following terms and conditions:

1. The Optional Extended Reporting Period shall become effective upon payment of an additional premium of not more than one hundred percent (100%) of the full Policy Premium. The Optional Extended Reporting Period shall be effective for three (3) consecutive three-hundred and sixty-five (365) day periods commencing on the last day of the POLICY PERIOD. The FIRST NAMED INSURED must indicate its intention, in writing, to purchase this Optional Extended Reporting Period within thirty (30) days from the last day of the POLICY PERIOD. The Automatic Extended Reporting Period of ninety (90) days will be merged into this period and is not in addition to this period.

2. The Optional Extended Reporting Period shall only apply to a CLAIM first made against the INSURED during the Optional Extended Reporting Period, resulting from any POLLUTION CONDITION first discovered and reported to the Company, in writing, by the INSURED, during the POLICY PERIOD and otherwise covered by this Policy.

The Optional Extended Reporting Period does not apply where:

1. this Policy is terminated for fraud, misrepresentation or non-payment of premium as described in Section IX. CONDITIONS, B. Cancellation, Items 2.a. and 2.b.; or

2. the INSURED has purchased other insurance to replace this Policy, which provides coverage for a CLAIM and/or POLLUTION CONDITION.

It is a condition precedent to the operation of the rights granted under Item B. above that payment of the appropriate premium shall be made not later than thirty (30) days after expiration of this Policy in the case of non-renewal.

For purposes of Item B. Optional Extended Reporting Period as referenced above, the quotation of different terms and conditions by the Company shall not be construed as a non-renewal of this Policy.

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VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. The Company will pay one hundred percent (100%) of all covered LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement attached to this Policy in excess of the applicable Self-Insured Retention Amount stated in Item 4. of the Declarations and subject to the Limits of Liability stated in Item 3. of the Declarations and the other terms and conditions of this Policy.

B. The Self-Insured Retention Amount is borne by the INSURED and is not to be insured unless the Company has expressed its prior consent in writing to the FIRST NAMED INSURED. The applicable Self-Insured Retention Amount stated Item 4. of the Declarations shall apply.

C. All LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement attached to this Policy arising out of the same or related POLLUTION CONDITION at any one COVERED LOCATION shall be considered a single POLLUTION CONDITION and shall be subject to the applicable Limits of Liability stated in Item 3a. of the Declarations and the Self-Insured Retention Amount stated in Item 4. of the Declarations.

D. All LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE or any other coverages afforded by endorsement attached to this Policy during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD shall not exceed the Limits of Liability stated in Item 3b. of the Declarations.

E. Any LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement incurred and reported to the Company, in writing, over more than one policy period, and resulting from the same or related POLLUTION CONDITION, shall be considered a single POLLUTION CONDITION. The LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement attached to this Policy will be subject to the same Limits of Liability and the Self-Insured Retention Amount in effect at the time the POLLUTION CONDITION was first reported to the Company, in writing, by the INSURED, during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD.

VII. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. As a condition precedent to the coverage hereunder, in the event any CLAIM is made against the INSURED for LOSS or REMEDIATION EXPENSE, or any POLLUTION CONDITION is first discovered by the INSURED that results in a LOSS or REMEDIATION EXPENSE:

1. The INSURED shall forward to the Company or to any of its authorized agents every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative as soon as practicable; and

2. The INSURED shall provide to the Company, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses. In the event of oral notice, the INSURED agrees to furnish to the Company a written report as soon as practicable.

It is further agreed, that the INSURED shall cooperate with the Company and upon the Company's request shall submit to examination by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the investigation and/or defense thereof, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the INSURED may have.

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B. No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced without the Company's written consent which shall not be unreasonably withheld. This provision does not apply to costs incurred by the INSURED on an emergency basis, where any delay on the part of the INSURED would cause injury to persons or damage to property, or increase significantly the cost of responding to any POLLUTION CONDITION. If such emergency occurs, the INSURED shall notify the Company immediately thereafter.

C. The Company shall have the right and the duty to defend an INSURED against any CLAIM seeking damages for a LOSS or for REMEDIATION EXPENSE. The Company will have no duty to defend the INSURED against any CLAIM for LOSS or for REMEDIATION EXPENSE to which this Policy does not apply.

D. The Company shall have the right and the duty to assume the investigation, adjustment or defense of any CLAIM. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE or any other coverages afforded by endorsement falling within the Self-Insured Retention Amount stated in Item 4. of the Declarations.

The INSURED shall not admit liability or settle any CLAIM without the Company's consent. If the Company recommends a settlement of any CLAIM:

1. for an amount within the Self-Insured Retention Amount and the INSURED refuses such settlement, the Company shall not be liable for any LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement in excess of the Self-Insured Retention Amount; or

2. for a total amount in excess of the Self-Insured Retention Amount and the INSURED refuses such settlement, the Company's liability for LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the date of the INSURED's refusal which exceed the Self-Insured Retention Amount but fall within the Limits of Liability.

E. If a POLLUTION CONDITION is first discovered by the INSURED during the POLICY PERIOD and reported in writing to the Company during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD, and a CLAIM associated with such POLLUTION CONDITION is made against the INSURED and reported to the Company after the expiration of this Policy, such CLAIM shall be deemed to have been first made and reported on the last day of the POLICY PERIOD in which the POLLUTION CONDITION is first discovered, provided that the INSURED has maintained an equivalent policy with the Company on a continuous uninterrupted basis and the CLAIM is made against the INSURED and reported to the Company prior to the cancellation or expiration of such subsequent policy. It is further agreed that coverage for such CLAIM will not be provided under any subsequent policy issued by the Company.

F. The Company shall have the right to designate legal counsel for the investigation, adjustment and defense of a CLAIM. The Company shall consult with the INSURED in conjunction with the selection of counsel.

VIII. TRANSFER OF LEGAL DEFENSE DUTIES

A. If the Company believes that the Limits of Liability stated in Item 3. of the Declarations has been or soon will be exhausted in defending a CLAIM or that the Company has paid out or will soon pay out the Aggregate Liability stated in Item 3.b. of the Declarations, the Company will so notify the FIRST NAMED INSURED in writing as soon as possible. The Company will advise that its duty to defend a CLAIM seeking damages within those Limits of Liability has terminated, subject to payment of the Limits of Liability, and that it will have no duty to defend or indemnify the INSURED for any CLAIM for which notice is given after the date it sends out such notice. The Company will take immediate and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the FIRST NAMED INSURED. The FIRST NAMED INSURED agrees to reimburse the Company for any costs which the Company bears in connection with the transfer of the defense.

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B. The Company will take appropriate steps necessary to defend the CLAIM during the transfer of the defense and avoid any unfavorable legal action provided that the FIRST NAMED INSURED cooperates in the transfer of the duties of the defense.

C. The exhaustion of the applicable Limits of Liability by the payment of LOSS, REMEDIATION EXPENSE, LEGAL EXPENSE and any other coverages afforded by endorsement will not be affected by the Company's failure to comply with any of the provisions of this section.

IX. CONDITIONS

A. **Inspection and Audit** -- The Company shall be permitted but not obligated to inspect and monitor on a continuing basis the INSURED'S property or operations at any COVERED LOCATION, at any time. Neither the Company's right to make inspections and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Access for the inspection and audit may be coordinated through the broker or agent of the FIRST NAMED INSURED.

B. **Cancellation** -- The INSURED and the Company agree to the following with regard to cancellation:

1. **Cancellation by the FIRST NAMED INSURED** -- This Policy may be canceled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice of cancellation. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Confirmed delivery of such written notice by the FIRST NAMED INSURED shall be equivalent to mailing.

   The Minimum Earned Premium for this Policy will be the percentage stated in Item 8. of the Declarations of the total premium for this Policy. The FIRST NAMED INSURED is not entitled to any return of the Minimum Earned Premium upon cancellation by the FIRST NAMED INSURED.

   If the Minimum Earned Premium is less than one hundred percent (100%), and the FIRST NAMED INSURED cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by the Company shall be computed in accordance with the customary short rate table and procedure.

2. **Cancellation by the Company** -- This Policy may be canceled by the Company by mailing to the FIRST NAMED INSURED at the address shown in Item 1. of the Declarations, written notice stating when not less than sixty (60) days [ten (10) days for non-payment of premium] thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice of cancellation. The effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD.

   The Company may cancel this Policy at any time, but only for the following reasons:

   a. the INSURED has made a material misrepresentation which affects the Company's assessment of the risk of insuring any COVERED LOCATION; or

   b. the INSURED breaches or fails to comply with Policy terms, conditions, contractual duties, or any of its obligations under this Policy or at law; or

   c. the INSURED fails to pay the premium or fails to pay any Deductible or the Self-Insured Retention Amount for this Policy.

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If the Company cancels this Policy, then the amount of premium returnable to the INSURED shall be computed pro rata and no minimum earned premium shall apply.

In the event of cancellation of this Policy by the Company from Item b. above, the INSURED shall have sixty (60) days from the date of notice to remedy such breach or failure to comply that is the cause for cancellation. If such remedy is satisfactory to the Company, in its sole discretion, during the applicable notice period, the Company will rescind the Notice of Cancellation with a written confirmation to the FIRST NAMED INSURED that the Policy shall remain in place.

With regard to both Items 1. and 2. above:

1. The premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation; and

2. If a CLAIM is made against the INSURED, and the POLLUTION CONDITION related to such CLAIM is discovered or coverage is requested from the Company by the INSURED during the POLICY PERIOD or, where applicable, the EXTENDED REPORTING PERIOD, then the total premium shall be considered one hundred percent (100%) earned, and the INSURED is not entitled to any return of premium upon cancellation.

C. **Declarations and Representations** -- By acceptance of this Policy, the INSURED agrees that the statements contained in the Application and any other supplemental materials and information submitted herewith are the INSURED's agreements and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.

D. **Action Against Company** -- No action shall lie against the Company unless, as a condition precedent thereto:

1. the INSURED has fully complied with all of the terms of this Policy; and

2. the amount the INSURED is obligated to pay has been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or its legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.

E. **Assignment** -- This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company. Such consent shall not be unreasonably withheld or delayed by the Company.

F. **Subrogation** -- In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

G. **Changes** -- Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

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H. **Sole Agent** – The FIRST NAMED INSURED stated in Item 1. of the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section V. EXTENDED REPORTING PERIOD, Item B. Optional Extended Reporting Period.

I. **Other Insurance** – Subject to Section VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION, this insurance shall be in excess of the Self-Insured Retention Amount stated in Item 4. of the Declarations and any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

J. **Headings** – The descriptions in the headings of this Policy are solely for convenience and form no part of this Policy terms and conditions.

K. **Jurisdiction and Venue** – It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED will submit to the jurisdiction of the State of New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.

L. **Choice of Law** – All matters arising hereunder including questions related to the validity interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

M. **Severability** -- Except with respect to Limits of Liability and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made.

Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not by itself affect coverage for another INSURED under this Policy. However, this condition shall not apply to the INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.

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Exhibit H-2

Z Choice® Real Estate Environmental Liability

ZURICH

This policy provides coverage on a discovery and/or claims-made and reported basis depending upon the insuring agreements specifically listed as provided in Item 5 of the Declarations. A "pollution event" must be first "discovered" and/or a "claim" must be first made against an "insured" during the "policy period" and such "discovery" or "claim" must be reported to us in writing during the "policy period" or during an applicable extended reporting period. Notice of a "potential claim" is not a "claim" and does not trigger coverage under the policy.

This policy has certain unique provisions and requirements that may be different from other policies the "insured" may have purchased. Coverage is provided only if the word YES appears in the column marked PROVIDED in the schedule set forth in Item 5 of the Declarations. The payment of "claim expenses" reduces the Limits of Liability set forth in Item 3 of the Declarations. If the applicable Limits of Liability are exhausted, we shall not be liable for "claim expenses" or for any "loss", "other loss" or "crisis management expense" which would otherwise be covered under this policy. Read the entire policy carefully including any endorsements thereto to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "we", "us" and "our" refer to the company providing this insurance as identified in the Declarations. Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section III).

In consideration of the payment of premium and the "named insured's" undertaking to pay the Deductible as described herein, in reliance upon the statements made in the Application all of which are made a part hereof, and subject to the Limits of Liability of this insurance as set forth in Item 3 of the Declarations, and the exclusions, conditions and other terms of this policy, we agree with the "named insured" as follows:

I INSURING AGREEMENTS

THESE COVERAGES ONLY APPLY IF AND TO THE EXTENT SPECIFICALLY LISTED AS PROVIDED IN ITEM 5 OF THE DECLARATIONS

A. Existing Pollution Event

1. First Party Cleanup Costs

   We will pay "cleanup costs" to the extent resulting from an "existing pollution event" that is on, at, under or that is migrating or has migrated beyond the boundaries from a "covered location" if that "existing pollution event" is first "discovered" during the "policy period" and the "discovery" is reported to us in writing during the "policy period" or within sixty days following the end of the "policy period".

2. Third Party Liability

   We will pay "loss" that an "insured" is legally obligated to pay as a result of a "claim" resulting from an "existing pollution event" in the "coverage territory", provided the "claim" is first made against the "insured" during the "policy period", and the "claim" is reported to us in writing during the "policy period", within sixty days following the end of the "policy period" or during an optional extended reporting period, if purchased.

B. New Pollution Event

1. First Party Cleanup Costs

   We will pay "cleanup costs" to the extent resulting from a "new pollution event" that is on, at, under or that is migrating or has migrated beyond the boundaries from a "covered location", if that "new pollution event" is first "discovered" during the "policy period" and the "discovery" is reported to us in writing during the "policy period" or within sixty days following the end of the "policy period".

2. Third Party Liability

We will pay "loss" that an "insured" is legally obligated to pay as a result of a "claim" resulting from a "new pollution event" in the "coverage territory", provided the "claim" is first made against the "insured" during the "policy period", and the "claim" is reported to us in writing during the "policy period", within sixty days following the end of the "policy period" or during an optional extended reporting period, if purchased.

C. Crisis Management Expense

We will pay "crisis management expense" in response to a "pollution event" in the "coverage territory" that the "named insured" reasonably expects could give rise to "loss" or "cleanup costs" under the policy and subjects the "named insured" to significant adverse regional or national media attention. "Crisis management expense" must be first incurred by the "insured" during the "policy period".

II. DEFENSE

We shall have the right and duty to assume the adjustment, defense and settlement of any "claim" to which this policy applies. "Claim expenses" reduce the applicable Limits of Liability set forth in Item 3 of the Declarations as described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VI.).

If permitted by applicable law, we shall have the right to appoint one legal counsel to represent and/or defend one or more of the "insureds" who are or may be involved in a "claim" to which this insurance applies. In the event an "insured" is entitled by law to select independent counsel to represent and/or defend an "insured" at our expense, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to "reasonable legal costs". Furthermore, an "insured" may at any time waive any right it may have to select independent counsel.

Our duty to adjust, defend and settle any and all "claims", pending and future, ends when the remaining applicable Limits of Liability have been exhausted by payment of "loss" or "other loss".

III. DEFINITIONS

A. "Automatically qualified property" means a property in the "coverage territory" that the "named insured" acquires, leases or rents after the inception date of this policy that is in compliance with the "environmental due diligence policy" and is of similar type and exposure to the portfolio of "covered locations" and/or consistent with the intended use of the "covered locations" set forth in the Application or any applicable endorsement.

B. "Bodily injury" means any physical injury, sickness, disease, mental anguish or emotional distress sustained by any person, including death resulting therefrom.

C. "Claim" means a written demand or written notice received by the "insured" alleging liability or responsibility on the part of the "insured". "Claim" does not include a "potential claim" that was reported in a prior policy period as described in CLAIM PROVISIONS (Section VII., paragraph B. NOTICE OF POTENTIAL CLAIM), that has become a "claim" during the "policy period".

D. "Certified industrial hygienist" means a licensed professional currently certified pursuant to the requirements of the American Board of Industrial Hygiene and who has experience in indoor air quality particularly with respect to "microbial substances". However, a "certified industrial hygienist" shall not, without our prior written consent, include:

1. A "named insured";
2. Any person who is an "insured" or who is an employee, director or officer of a "named insured" or of a "named insured's" parent, subsidiary or affiliate company; or
3. Any person who has any investment or ownership interest in a "covered location" prior to or during the "policy period."

E. "Claim expenses" means:

1. Fees charged by an attorney designated by:
   a. Us; or
   b. The "insured" with our prior written consent, provided such fees are "reasonable legal costs"; and
2. All other reasonable fees, costs and expenses resulting from the adjustment, defense, settlement and appeal of a "claim" if incurred by us, or by or on behalf of the "insured" with our written consent, including interest on

the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay (including an offer of judgment), or deposited in court the amount available for the judgment under the policy.

"Claim expenses" does not include the salaries or expenses of regular employees of ours or the "insured".

F. "Cleanup costs" means:

1. Reasonable and necessary costs, charges and expenses, incurred in the investigation, removal, remediation (including associated monitoring), neutralization or immobilization of contaminated soil, surface water, groundwater, or other contamination:

   a. To the extent required by "governmental authority", plus reasonable additional costs, charges and expenses incurred, at the "insured's" election, for "green remediation" not to exceed the Green Remediation Limit set forth in Item 3 of the Declarations, where such "green remediation" is neither legally necessary nor required by "governmental authority"; or

   b. That have actually been incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties;

2. Where real property or improvements thereto are damaged in the course of performing the activities described in paragraph 1. above, reasonable and necessary costs, charges and expenses to repair, replace or rebuild such real property or improvements to substantially their condition immediately prior to any such damage, plus reasonable additional costs, charges and expenses to repair, replace or rebuild such damaged property to comply with applicable "green standards" not to exceed the Green Standards Limit set forth in Item 3 of the Declarations; but excluding any:

   (a) Damage caused by the underlying "pollution event"; or

   (b) Other than "green standards" as described above, any costs, charges or expenses for improvements or betterments, including, but not limited to, those arising from compliance with any law that was not applicable to (including by operation of any grandfather provision contained in any such law) or not enforced against the property before it was so damaged; and

3. "Emergency expenses".

G. "Coverage territory" means worldwide where permitted by applicable law.

H. "Covered location" means:

1. Property listed in a Schedule of Covered Locations endorsement and any amendments thereto including an endorsement to add a "covered location" that is not an "automatically qualified property" because it does not satisfy the "environmental due diligence policy" but for which we have otherwise agreed to provide coverage subject to any additional exclusions, conditions or other limitations;

2. "Automatically qualified property" as of the date on which a "named insured" acquires, leases or rents the property by evidence of written transfer of title to, or written lease or rental agreement with, such "named insured" and which satisfies the "environmental due diligence policy", provided that the "named insured" provides us with a written list of all such property in accordance with the time frame set forth in Item 6 of the Declarations, and

3. "Inadvertently omitted property".

I. "Covered operations" means those operations conducted by or on behalf of an "insured" that are specifically described in the Application and any supporting documentation provided to us by the "named insured" during the application process.

J. "Crisis management expense" means reasonable and necessary costs, charges, expenses and fees that are incurred by an "insured":

1. To retain a public relations or crisis management firm with our consent which shall not be unreasonably withheld, to help maintain or restore public confidence in the "named insured";

2. For essential emergency travel expenses incurred by a "named insured's" principals, partners, directors or employees;

3. For rental of temporary staging or meeting space necessitated by the unavailability of the "named insured's"

space as a result of the "pollution event";

4. For any other services or activities for which we have given our prior written consent.

K. "Discovered" or "discovery" means discovery by a "responsible insured" of a "pollution event" in amounts or concentrations that exceed allowable levels or concentrations established under "governmental authority".

L. "Emergency expenses" means costs, charges and expenses incurred to avoid an actual imminent and substantial endangerment to the public health or the environment.

M. "Environmental due diligence policy" means, at a minimum, that the "named insured" shall either commission a Phase I Environmental Site Assessment for a property by a qualified environmental consultant in accordance with ASTM Standard E 1527-05 (or any subsequent revisions) or shall review a Phase I Environmental Site Assessment for a property conducted by a qualified environmental consultant for another party, provided that such Phase I Environmental Site Assessment is prepared in accordance with ASTM Standard E 1527-05 (or any subsequent revisions) and either of such Phase I Environmental Site Assessment expressly states:

1. That there are no Recognized Environmental Concerns for the property that require any potential or actual further investigative, or remedial action pursuant to "governmental authority"; or

2. That investigative or remedial action was required for the property, in which case, a No Further Action Letter or state equivalent issued in accordance with "governmental authority" must also be submitted to and accepted by us.

N. "Excluded property" means any property other than a "covered location", "non-owned disposal site" or "job site".

O. "Existing pollution event" means a "pollution event" that commenced on or after the "retroactive date" and prior to the inception date of this policy.

P. "Governmental authority" means federal, state or local statutes, regulations, ordinances or orders applicable to "pollution events" including those applicable to any licensed professional authorized pursuant to state law to oversee remediation at a "covered location". For the purpose of "microbial substances", "governmental authority" includes a written determination by a "certified industrial hygienist" in accordance with all applicable professional standards.

Q. "Green standards" means the following standards, products, methods, and processes for improving the environment, increasing energy efficiency, and enhancing safety and property protection:

1. LEED® Green Building Rating System™ of the U.S. Green Building Council;

2. Green Globes™ Assessment and Rating System;

3. ENERGY STAR®; and

4. National Fire Protection Association codes, Underwriter Laboratories standards, or other local or international codes.

R. "Green remediation" means the use of cleanup technologies considering the *Principles for Greener Cleanups* developed by the United States Environmental Protection Agency Office of Solid Waste and Emergency Response and Technology Innovation dated August 2009.

S. "Inadvertently omitted property" means any:

1. "Automatically qualified property"; or

2. Property in the "coverage territory" in which the "named insured" had an ownership interest as of or prior to the inception date of this policy, other than an "excluded property"; and

that was inadvertently omitted from the materials submitted to us during the application process and/or from the Schedule of Covered Locations Endorsement, or in the case of an "automatically qualified property", inadvertently omitted from the written list described in CONDITIONS (Section VIII, paragraph J. PROPERTY ADDED AFTER INCEPTION), provided that for any such property, upon determination of an omission, the property will be reported to us as soon as possible thereafter and listed on an Amended Schedule of Covered Locations Endorsement.

T. "Insured" means:

1. The "named insured";

2. Any current or former principal, partner, officer, director, employee, member or manager (in the case of a limited liability company) or leased personnel of a "named insured", while acting within the scope of their employment or written agreement with such "named insured";

3. Any entity that has entered into a note, mortgage or deed of trust with the "named insured" for which the "covered location" serves as collateral and for which such entity obtains a lien or other security interest in the "covered location".

U. "Insured contract" means a contract or agreement listed in a Schedule of Insured Contracts endorsement to this policy, if any.

V. "Job site" means a location that is neither owned nor leased or rented by an "insured" at which an "insured" is performing "covered operations".

W. "Loss" means:

1. Compensatory damages, whether awarded by a court in a judgment or paid in settlement for:

   (a) "Bodily injury" including costs for medical monitoring for a person but only when such medical monitoring is a direct result of physical injury to such person; or

   (b) "Property damage" including diminution in property value and stigma damage to property, but only when such diminution in value or stigma damage is a direct result of physical injury to such property; and

2. "Cleanup costs";

3. "Natural resource damages";

4. Civil fines and civil penalties and punitive, exemplary or multiple damages to the extent insurable by law in connection with a "claim" under paragraph 1. above; and

5. "Claim expenses".

X. "Microbial substances" means any substance that reproduces through release of spores or the splitting of cells including but not limited to bacteria (including legionella), viruses or mold whether or not the substance is living.

Y. "Named insured" means the person or entity set forth in Item 1 of the Declarations and any other person or entity listed in a Named Insured endorsement to the policy, if any, and all subsidiary companies, limited liability companies or partnerships of such person or entity who own, operate or manage a "covered location".

Z. "Natural resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any State or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

AA. "Natural resource damages" means the sum of:

1. Reasonable and necessary direct costs, including such costs of assessment and replacement, required by applicable "governmental authority" to restore "natural resources" to their baseline condition as they existed prior to the "pollution event"; and

2. The value of the "natural resources" to the public that is attributable to the direct use of the services provided by such "natural resources" between the time of the "pollution event" and restoration of the "natural resources" injured by the "pollution event", other than any aesthetic or historic use value.

BB. "New pollution event" means a "pollution event" that first commences on or after the inception date of the policy and before the end of the "policy period".

CC. "Non-owned disposal site" means a location that is:

1. Neither partially nor wholly owned or operated by an "insured" or any subsidiary or affiliate company of an "insured",

2. Licensed and/or certified by "governmental authority" to accept waste, products and/or materials generated from a "covered location", "unscheduled location" or "job site"; and

3. Not included nor proposed to be included on the National Priorities List (NPL) or any state equivalent at the time of any treatment, recycling, reclamation, storage or disposal of any goods, products or waste, including oil, petroleum, pesticide products, and materials to be recycled, reconditioned or reclaimed.

DD."Other loss" has the specific meaning given in a Z Choice® Coverage endorsement to this policy, if any. "Other loss" does not include "loss".

EE."Policy period" means the period set forth in Item 2 of the Declarations or:

1. Any shorter period arising from:
   (a) Cancellation or termination of this policy; or
   (b) With respect to a specific "covered location" the deletion of such "covered location" from this policy by us upon the "named insured's" written request; or
2. As otherwise expressly provided in an endorsement.

FF. "Pollution event" means the discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including smoke, vapor, soot, fumes, acids, alkalis, toxic or hazardous substances, electromagnetic fields, chemicals, waste (including medical, infectious and pathological waste), and low level radioactive waste and materials, into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water including groundwater in concentrations or at levels in excess of those naturally present in the environment. "Pollution event" includes:

1. The illicit abandonment of any irritant, contaminant or pollutants at a "covered location" provided that such abandonment was committed by parties other than the "insured" and without the knowledge of a "responsible insured"; and
2. Any "microbial substances" that are present on, at or within any buildings or other structures at a "covered location" or "job site".

However, "pollution event" does not include any exposure to infected humans or animals, or contact with bodily fluids or materials of infected humans or animals.

GG."Potential claim" means a "new pollution event" that an "insured" reasonably expects may result in a "claim".

HH."Property damage" means:

1. Physical injury to or destruction of tangible property of parties other than an "insured" including resulting loss of use thereof; or
2. Loss of use of tangible property of parties other than an "insured" that has not been physically injured or destroyed.

II. "Reasonable legal costs" means attorneys' fees, costs, charges, and all other litigation expenses in connection with the defense of a "claim" or negotiation of cleanup standards and representation before environmental agencies in connection with "discovery", limited to rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar "claims" or negotiation and representation of similar matters in the community where the "claim" arose or is being defended or the "discovery" was made or is being negotiated and represented; provided that we shall pay such rates and amounts only to the extent that and so long as they are evidenced to be reasonable and necessary attorney fees, costs, charges, and expenses. We may exercise the right to require that such counsel have certain minimum qualifications with respect to legal competency including experience in defending "claims" or negotiating in connection with a "discovery" similar to the one pending against or involving an "insured" and to require such counsel to have errors and omissions insurance coverage. It is a condition precedent to our obligation to pay any "reasonable legal costs" that an "insured" agree and be responsible for counsel responding to our requests for information regarding the "claim", "discovery" or any other matter in a timely and comprehensive manner.

JJ. "Responsible insured" means a "named insured's" principal, partner, director, officer, member or manager (in the case of a limited liability company), or an employee with responsibility for compliance, environmental or legal affairs, or risk management, or any manager of a "covered location".

KK."Retroactive date" means the date set forth in Item 7 of the Declarations.

LL. "Termination of coverage" means the effective date of:

1. Cancellation or nonrenewal of this policy by the "named insured", or cancellation or nonrenewal of this policy by us other than for fraud or material misrepresentation, change in use of or operations conducted at the "covered location", or nonpayment of premium; or

2. Deletion of a "covered location" from this policy by us upon the "named insured's" written request but only with respect to such "covered location".

MM."Transportation" means the movement of goods, products or waste, including oil, petroleum, pesticide products, and materials to be recycled, reconditioned or reclaimed, beyond the boundaries of any "covered location", "non-owned disposal site" or "job site" and includes any loading or unloading of such goods, products or waste.

NN."Underground storage tank" means any tank in existence at a "covered location" as of the inception date of this policy or installed thereafter, including associated underground piping connected thereto, that has at least ten (10) percent of its volume, or any associated piping, below the ground.

IV. EXCLUSIONS

This insurance does not apply to "claims", "loss", "crisis management expense" or "other loss" based upon, arising out of, or to the extent comprised of:

A. Asbestos and Lead Abatement

Any activities to remove, or prevent, abate, avoid, or control the release of asbestos-containing material or lead-based paint which are part of or applied to any fixtures, buildings or improvements on, at or under a "covered location", including, but not limited to, removal, encapsulation, repair, enclosure, encasement, and operations and maintenance programs.

B. Contractual Liability

Any liability assumed by an "insured" under any contract or agreement. However, this exclusion does not apply to liability:

1. For "loss" or "other loss" that would have attached to an "insured" by operation of law in the absence of such contract or agreement; or

2. That is specifically assumed in an "insured contract" but only to the extent that any indemnity or contractual liability assumed thereby is consistent with liability expressly covered under, and not otherwise excluded from coverage by, the policy.

C. Criminal Fines or Criminal Penalties

Any criminal fines or criminal penalties.

D. Excluded Property

Any "pollution event" on, at, under or that is migrating or has migrated beyond the boundaries from any "excluded property". However, this exclusion does not apply to "transportation".

E. Known Pollution Event

Any "pollution event" known to a "responsible insured" prior to the inception date of this policy, or in the case of an "automatically qualified property", prior to or as of the date on which a "named insured" acquires or leases such property by evidence of written transfer of title or lease agreement, unless such "pollution event" was disclosed to us in writing and listed on a Known Pollution Event Schedule and/or Disclosed Documents endorsement and provided that such "pollution event" is not otherwise excluded under the policy.

F. Known Underground Storage Tanks

Any "underground storage tank", whether active, inactive or abandoned, known to any "responsible insured"; however this exclusion does not apply to:

(1) Any "underground storage tank" that is listed on a Scheduled Underground Storage Tank endorsement to this policy, if any;

(2) Any "underground storage tank" that was closed or abandoned-in-place prior to the inception date of this policy in accordance with all "environmental laws" in effect at the time of closure or abandonment;

(3) Any septic tank;

(4) Any oil-water separator; or

(5) Any storage tank that is situated in an underground area such as a basement, cellar, mine shaft or tunnel if such storage tank is situated upon or above the surface of the floor.

G. Operations

Any "pollution event" resulting from operations performed by or on behalf of an "insured" beyond the boundaries of a "covered location" or "job site".

H. Products

Any goods or products designed, manufactured, sold, handled, distributed, or supplied by the "insured" or by others trading under its name or under license from the "insured" after possession of such goods or products has been relinquished to others by the "insured" or others trading under its name or under license from the "insured". However, this exclusion does not apply to "transportation" on or after the "retroactive date".

I. Professional Services

The rendering of or the failure to render any professional services by an "insured".

J. Related Persons and Organizations

Any "claim" made:

1. By an "insured" against any other "insured", however this provision shall not apply to any indemnification given by a "named insured" to another "insured" in an "insured contract" or to a "claim" made against a "named insured" by an additional "insured"; or
2. Against an "insured" by an organization or individual:
   a. That wholly or partially controls, owns, operates or manages an "insured"; or
   b. That is wholly or partially controlled, owned, operated or managed by the "insured".

K. War

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution or usurped power, or action taken by any government, sovereign or other authority in hindering or defending against any of these.

L. Workers' Compensation and Injury as a Consequence of Employment

1. Any obligation of the "insured" under a workers compensation, disability benefits, unemployment compensation or any similar law;
2. Injury to any "insured" if such injury occurs during and in the course of employment;
3. Injury to the spouse, child, parent, brother or sister of any "insured" as a consequence of such "insured's" employment; or
4. Any obligation of an "insured" for indemnity or contribution to another because of "loss" or "other loss" arising out of such injury in the course of employment.

M. Wrongful Acts or Deliberate Non-Compliance

Any:

1. Knowingly wrongful act, or
2. Deliberate non-compliance with any "governmental authority", administrative complaint, notice of violation, notice letter, or instruction of any governmental agency or body,

by or at the direction of a "responsible insured".

V. OPTIONAL EXTENDED REPORTING PERIOD

A. Upon "termination of coverage", the "named insured" will be entitled to purchase an optional extended reporting period of up to three years (at a cost not to exceed 100% of the total premium for this policy) commencing at the end of the "policy period" in which to report any "claim" first made against an "insured" during such optional extended reporting period, provided that the "named insured":

(1) Has not purchased any other insurance to replace coverage provided by this policy and which applies to a "claim" covered hereunder;

(2) Makes a written request for such optional extended reporting period which we receive within thirty days following the effective date of the "termination of coverage";

(3) Pays the additional premium when due. If such additional premium is paid when due, the optional extended reporting period may not be canceled by us provided that all other terms and conditions of this policy are met.

B. Any "claim" reported to us during the optional extended reporting period will be deemed to have been made on the last day of the "policy period" and will be subject to the remaining Limits of Liability for the "policy period", if any, provided that:

(1) The "pollution event" first commenced on or after the "retroactive date" and before the end of the "policy period"; and

(2) The "claim" is otherwise covered under the terms and conditions of this policy.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

A. EACH POLLUTION EVENT LIMIT

Subject to the Aggregate Policy Limit, the most we will pay for all "loss" or "other loss" arising out of the same, continuous or repeated "pollution event" or series of related "pollution events" is the Each Pollution Event Limit set forth in Item 3 of the Declarations.

We shall not be obligated to pay any "loss" or "other loss", or undertake or continue the defense of any "claim", pending or future, after the Each Pollution Event Limit has been tendered into court or exhausted by payments for "loss" or "other loss".

B. AGGREGATE POLICY LIMIT OF LIABILITY

The most we will pay for all "loss" and "other loss" to which this insurance applies is the Aggregate Policy Limit set forth in Item 3 of the Declarations.

C. CRISIS MANAGEMENT EXPENSE AGGREGATE LIMIT

The most we will pay for all "crisis management expense" to which this insurance applies is the Crisis Management Expense Aggregate Limit set forth in Item 3 of the Declarations. The Crisis Management Expense Aggregate Limit does not reduce or exhaust any other Limit of Liability.

D. GREEN REMEDIATION AGGREGATE LIMIT

The Green Remediation Aggregate Limit is the most we will pay for all costs, charges and expenses for "green remediation". The Green Remediation Aggregate Limit does not reduce or exhaust any other Limit of Liability.

E. GREEN STANDARDS AGGREGATE LIMIT

The Green Standards Aggregate Limit is the most we will pay for all costs, charges and expenses to comply with "green standards". The Green Standards Aggregate Limit does not reduce or exhaust any other Limit of Liability.

F. SUB-LIMIT OF LIABILITY/AGGREGATE SUB-LIMIT

If a sub-limit of liability is shown in Item 5 of the Declarations corresponding with a specific insuring agreement or in an endorsement to this policy, then, subject to the Each Pollution Event Limit and Aggregate Policy Limit set forth in Item 3 of the Declarations and the corresponding Aggregate Sub-Limit, such sub-limit of liability is the most we will pay for all "loss" or "other loss" as applicable, arising from the same, continuous or repeated "pollution event" or series of related "pollution events" to which the specific insuring agreement or endorsement applies. The corresponding Aggregate Sub-Limit is the most we will pay for all "loss" or "other loss", as applicable, under the terms of the insuring agreement or endorsement to which that Aggregate Sub-Limit corresponds.

The sub-limit of liability is not in addition to and will erode the Each Pollution Event Limit and the Aggregate Policy

Limit set forth in Item 3 of the Declarations. If the Each Pollution Event Limit and/or Aggregate Policy Limit has been reduced to an amount which is less than the sub-limit of liability corresponding with a specific insuring agreement or in an endorsement, the lesser of the remaining Aggregate Policy Limit or remaining Each Pollution Event Limit is the most that will be available for payment of "loss" or "other loss" as applicable, to which to which that insuring agreement or endorsement applies.

G. DEDUCTIBLE

We will pay "loss" or "other loss" to which this insurance applies in excess of the Deductible set forth in Item 4 or Item 5 (corresponding with an insuring agreement specifically listed as provided) of the Declarations or as set forth in an endorsement to this policy, if any. The Deductible is the "named insured's" obligation and applies to all "loss" and "other loss" arising from the same, continuous or repeated "pollution event" or series of related "pollution events". The Deductible does not erode the Limits of Liability. We may advance payment for "loss" or "other loss" within the Deductible. The "named insured" shall promptly reimburse us for advancing any element of such "loss", or "other loss" paid by us within the Deductible.

If an "insured" agrees with us to use non-binding mediation to resolve a "claim" for which a defense has been provided and such "claim" is resolved thereby, the Deductible shall be reduced by 50% for that "claim" only, subject to a maximum reduction of $25,000.

H. MULTIPLE INSUREDS OR CLAIMANTS, MULTIPLE COVERAGES AND MULTIPLE POLICY PERIODS

1. MULTIPLE INSUREDS OR CLAIMANTS

The inclusion of more than one "insured" in the "discovery" of a "pollution event" or in the making of a "claim" regarding the same "pollution event" shall not increase the Limits of Liability set forth in Item 3 of the Declarations. Nor shall the "discovery" of a "pollution event" or the making of "claims" by more than one person or organization increase the Limits of Liability stated in the Declarations.

2. MULTIPLE COVERAGES

If the same, continuous or repeated "pollution event" or series of related "pollution events" is covered under more than one insuring agreement specifically listed as provided in Item 5 of the Declarations, only a single Each Pollution Event Limit shall apply to all "loss" or "other loss" arising from such "pollution event" or series of related "pollution events". Furthermore, if more than one Deductible is applicable, only the highest Deductible shall apply to all "loss" or "other loss" arising from such "pollution event" or series of related "pollution events".

3. MULTIPLE POLICY PERIODS

If we or an affiliate have issued pollution liability coverage to the "named insured" in one or more consecutive and uninterrupted policy periods, and:

(a) a "pollution event" or series of related "pollution events" that is first reported to us in accordance with all of the terms and conditions of this policy takes place over the "policy period" and one or more subsequent policy periods;

(b) a "claim" for "loss" or "other loss" is first made against the "insured" during the "policy period" and reported to us in accordance with all of the terms and conditions of this policy;

(c) a "pollution event" is first "discovered" during the "policy period" and reported to us in accordance with all of the terms and conditions of this policy; and/or

(d) a "pollution event'" that is the subject of a "potential claim" is reported to us in accordance with Section VIII., paragraph B,

all "claims", "loss", and "other loss" arising out of the same, continuous or repeated "pollution event" or series of related "pollution events" whether reported during the "policy period" or during a subsequent policy period shall be subject to the Limits of Liability and Deductible corresponding with this policy.

VII.CLAIM PROVISIONS

A. NOTICE OF DISCOVERY OR CLAIM

In the event of a "discovery" or "claim", the "insured" shall give written notice to us as soon as possible containing particulars sufficient to identify an "insured" and reasonably obtainable information including:

1. The time, place, location, and a detailed explanation of the "pollution event" including, as applicable, the date of "discovery" or the date the "insured" received the "claim";
2. The names and addresses of any injured parties and available witnesses;
3. Any and all investigative or engineering reports, data or information about the "pollution event", "loss" or "other loss"; and
4. Any and all other relevant information about the "pollution event", "claim", "loss" or "other loss".

If a "claim" is made against an "insured", the "insured" shall immediately forward to us every demand, notice, summons, complaint, order or other process or legal papers received by an "insured" or its representatives.

B. NOTICE OF POTENTIAL CLAIM

If during the "policy period" the "insured" first becomes aware of a "potential claim", the "insured" may provide written notice to us containing particulars sufficient to identify an "insured" and providing all of the following information:

1. The cause of the "new pollution event" if known or suspected, including any potential cause;
2. The time, place, location, and details of the "new pollution event" including how and when the "insured" first became aware of the "potential claim";
3. The names and addresses of any actually or potentially injured parties or damaged property, and available witnesses, if and to the extent reasonably available;
4. Any and all investigative or engineering reports, data or information about the "potential claim", and any other information concerning "loss" or "other loss" that may result; and
5. Any other relevant information about the "potential claim", "loss" or "other loss".

If all of the foregoing information is provided to us in writing during the "policy period" and the "potential claim" subsequently becomes a "claim" made against the "insured" and reported to us during any renewal policy, any applicable extended reporting period, or within five (5) years after the later of the end of any such policy or extended reporting period, such "claim" shall be deemed, for the purposes of this insurance, to have been made and reported on the date on which written notice of the "potential claim" was first received by us and shall be subject to the terms, conditions and Limits of Liability applicable to this policy.

We may elect to investigate any "potential claim" which is reported to us. Any costs associated with the investigation of a "potential claim" prior to a "claim" being made will not be considered "claim expenses". These costs shall not be applied towards reducing the applicable Deductible, and are in addition to the Limits of Liability and shall be borne by us.

C. NOTICE TO US

All "discovery", "claims" and "potential claims" shall be reported to us in writing at the address shown in Item 9 of the Declarations.

D. SETTLEMENT

The "insured" shall not settle any "claim" without our written consent. If we recommend a settlement, the "insured" shall have the opportunity to concur, such concurrence not to be unreasonably withheld or denied. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible and the "insured" refuses to concur with such settlement, then our liability for "loss" and "other loss" shall be limited to that portion of the recommended settlement and the "claim expenses" incurred as of the date of the "insured's" refusal, which exceed the Deductible and fall within the Limit of Liability.

E. VOLUNTARY PAYMENTS, ADMISSIONS OR ASSUMPTIONS OF LIABILITY

No costs, charges or expenses shall be incurred or paid or liability admitted or assumed by an "insured" without our written consent, which shall not be unreasonably withheld, delayed or denied.

Notwithstanding the foregoing, an "insured" may incur such "emergency expenses" as reasonably necessary to prevent or mitigate "loss" or "other loss", provided the "insured" provides written notice to us within ninety-six (96) hours after any portion of such "emergency expenses" is incurred.

VIII. CONDITIONS

A. APPRAISAL

If we and the "insured" disagree as to the value of real property or improvements thereto in connection with "cleanup costs" or the amount of "other loss", either party may make written demand for an appraisal of the value of the property or the amount of "cleanup costs" or "other loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "cleanup costs" or "other loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we retain our right to deny coverage for "cleanup costs" or "other loss" as applicable.

B. ASSIGNMENT

Assignment of interest under this policy shall not bind us unless and until our consent is endorsed thereon, which consent shall not be unreasonably withheld, delayed or denied.

C. AUDIT AND INSPECTION

We shall be permitted upon reasonable prior notice to audit the "insured's" books and records at any time during the "policy period" and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of the policy and any "loss" or "other loss" for which payment may be made under the policy. We shall also be permitted, upon reasonable prior notice, to inspect, sample and monitor on a continuing basis any "covered location" and operations conducted thereon. Neither our right to make inspections, sample and monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that a "covered location" or operation is safe, healthful or conforms to acceptable engineering practice or is in compliance with any law, rule or regulation. We will not manage or exercise control over any "covered location" or operation.

D. BANKRUPTCY

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations to an "insured" under this policy nor increase our obligations including, but not limited to, those with respect to any Deductible amount. However, if we have advanced any payment for "loss" or "other loss" within the Deductible pursuant to LIMITS OF LIABILITY AND DEDUCTIBLE (VI., paragraph E), then any such payments to the extent not reimbursed to us shall reduce the Limits of Liability. Furthermore, this condition shall not impair our ability to assert any defense on behalf of an "insured".

E. CANCELLATION

This policy may be canceled by the "named insured" by surrender of this policy to us or by mailing to us written notice stating when thereafter cancellation shall be effective.

This policy may be canceled by us by mailing to the "named insured" at the address set forth in Item 1 of the Declarations, a notice stating when thereafter such cancellation shall be effective. We may cancel this policy for the following reasons only:

1. Fraud or material misrepresentation;
2. Any "insured's" material failure to comply with the terms, conditions or contractual obligations under this policy including failure to pay the Deductible when due;
3. A material change in the use of, or operations conducted at any "covered location"; or
4. Nonpayment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the "policy period". Delivery of such written notice either by the "named insured" or by us shall be equivalent to mailing. Notice of pending cancellation will be provided not less than: (a) ninety days prior to the effective date of cancellation for any "insured's" material failure to comply with the terms, conditions or contractual obligations under this policy including failure to pay the Deductible when due, or material change in the use of, or operations conducted at a "covered location"; (b) thirty days prior to the effective date of cancellation for fraud or material misrepresentation; and (c) ten days prior to the effective date of cancellation for nonpayment of premium.

If we cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the "named insured" cancels, subject to any minimum earned premium that may apply, there may be no return premium or the return premium may be less than pro rata.

F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

G. COOPERATION

The "insured" agrees with us to assist and cooperate in the fulfillment of the policy's terms, including the investigation, adjustment, defense or settlement of any "claim" or in connection with the "discovery" of any "pollution event". Such cooperation may include participating at meetings; testifying at hearings, depositions and trials; and securing evidence. The "insured" shall be allowed $250 per day but no more than $5,000 in total allowable expenses for compensation to its principals, partners, officers, directors, employees or members or managers for personally attending any such meetings, hearings or depositions at our request. These allowable expenses shall not reduce the applicable Limits of Liability and Deductible set forth in Item 3 of the Declarations.

In addition, all "insureds" shall cooperate with us in the pursuit of any coverage that may be available from other insurers and/or under other insurance policies for "claim expenses", "loss" or "other loss", covered under this policy.

H. HEADINGS

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

I. OTHER INSURANCE

1. The insurance provided under this policy is primary insurance, except as otherwise provided in connection with "transportation", any Optional Extended Reporting Period or where stated in an endorsement to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the "insured" has other insurance which is stated to be applicable to the "loss" or "other loss" on an excess basis, the amount of our liability under this policy shall not be reduced by the existence of such excess insurance.
2. When this insurance is excess, we shall have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against such "claim". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is

excess over other insurance, we will pay only our share of the amount of "loss" or "other loss" if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the "loss" or "other loss" in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

3. When both this insurance and other insurance apply to the "loss" or "other loss" on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the "loss " or "other loss" than the amount set forth in Item 3 of the Declarations or the amount resulting from the following contribution methods, whichever is lesser:

a. Contribution by equal shares - Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" or "other loss" remains, whichever occurs first; or

b. Contribution by limits - each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

J. PROPERTY ADDED AFTER INCEPTION

We agree to issue an endorsement to the policy to list an "automatically qualified property" or "inadvertently omitted property" as a "covered location." Prior to the issuance of such endorsement, coverage will apply for such "automatically qualified property" or "inadvertently omitted property" as a "covered location", provided, however, that we reserve the right to exclude any such property upon our determination that the "named insured" did not follow the "environmental due diligence policy" with respect to such property or the property type, exposure or use is not similar to that of existing "covered locations" in the portfolio. The "insured" shall provide us with a written list of all such property in accordance with the time frame set forth in Item 6 of the Declarations.

K. REPRESENTATIONS

By acceptance of this policy, the "named insured" agrees that the statements in the Declarations and in the Application are its agreements and representations, that this policy is issued in reliance upon the truth of such statements and representations and that this policy embodies all agreements existing between the "named insured" and us relating to this insurance.

L. SEPARATION OF INSUREDS

Except with respect to the Limits of Liability and any rights and duties specifically assigned to the "named insured" set forth in Item 1 of the Declarations, this insurance applies:

1. As if each "named insured" were the only "named insured"; and

2. Separately to each "insured" against whom a "claim" is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one "insured" shall not prejudice the interest of coverage for another "insured" under this policy, except where an "insured" is a parent, subsidiary, or affiliate of the "named insured" set forth in Item 1 of the Declarations. For purposes of the immediately preceding sentence, an "affiliate" is any company or entity that is in control of, controlled by, or under common control with the "named insured". "Control" (including the terms "controlled by" and "under common control with") as used herein includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of a company or entity. A voting interest of twenty five percent (25%) or more creates a rebuttable presumption of control.

M. SOLE AGENT

The "named insured" set forth in Item 1 of the Declarations shall act on behalf of all "insureds" for all purposes, including but not limited to the payment of Deductible, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in OPTIONAL EXTENDED REPORTING PERIOD (Section V.)

N. SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of an "insured's" rights of recovery against any person or organization, including any rights to contribution from any other insurer. An "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No "insured" shall do anything to impair, prejudice or waive such rights.

Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, shall be applied proportionately to the "insured" and us for actual payments as a result of judgment, settlement or defense of a "claim", or "cleanup costs" with respect to the "discovery" of a "pollution event".

O. THIRD PARTY BENEFICIARIES

No third party beneficiaries are created as a result of this policy. This policy creates no rights by or on behalf of any third parties. We have no obligation under this policy to any third party whatsoever and specifically we have no obligation to make payment to anyone except the "insured".

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-147

A RESOLUTION CONDITIONALLY VACATING AN ALLEY LOCATED WITHIN DOWNTOWN BLOCK 54, LOCATED BETWEEN H STREET, 9TH STREET, G STREET, AND 10TH STREET IN THE CITY OF MODESTO

WHEREAS, the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts, intends to acquire all the properties within downtown block 54 located between H Street, 9th Street, G Street, and 10th Street to develop a new courthouse (court site), and

WHEREAS, the new courthouse is proposed to be constructed over the alley within downtown block 54, and

WHEREAS, the City of Modesto submitted an application to vacate an alley located within downtown block 54, the legal description of which is **attached** hereto as **Exhibit** "A" and depicted in **Exhibit** "B", 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 owners, 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 March 17, 2014, 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. 2014-08, 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, April 15, 2014, 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 at least two 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, and

WHEREAS, it is anticipated that construction activity for the new courthouse will not commence until on or after June 1, 2016, and

WHEREAS, that certain Purchase Acquisition Agreement and that certain Master Lease between the City of Modesto and State of California, acting by and through the

Judicial Council of California, Administrative Office of the Courts to be considered for approval by the City Council in conjunction with vacation of the alley specify that (1) the court site may continue to be used and occupied until December 15, 2015, (2) all tenants and occupants of the court site shall vacate the court site by or before December 31, 2015, and (3) City of Modesto shall complete removal of all utilities above, upon or under the alley by April 1, 2016, and

WHEREAS, the alley within block 54 (court site) must stay open to serve the public until utility removal is completed,

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

1. The alley to be vacated is not necessary to serve future pedestrian or traffic needs in the area after April 1, 2016.
2. The alley vacation will provide for the development of a new courthouse.
3. The alley vacation is in conformance with the General Plan.
4. The proposed alley vacation is Categorically Exempt under Section 15332 of the California Environmental Quality Act Guidelines for in-fill development projects, because (a) it is consistent with the applicable general plan designation and policies, and all applicable zoning designations and regulations; (b) it is located within City limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare, or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that the City Council hereby orders and declares the vacation of the alley located within downtown block 54 located between H Street, 9th Street, G Street, and 10th Street (court site), 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, subject to the following conditions:

1. The alley vacation will be effective on the City's removal of all utilities above, upon or under the alley as evidenced by the recording, by the City, of a Notice of Completion of the removal of the utilities, which is expected to be not later than April 1, 2016.

2. Prior to the effective date, all existing underground and aboveground utilities, irrigation, and electrical lines shall be protected, relocated, or removed as required by the respective utility companies, Modesto and/or City Engineer or designee.

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 special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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. LINDREN, Interim City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By _____
Community & Economic Development Department
Planning Division

Exhibit "A"

Legal Description

EXHIBIT A

A portion of the lands shown on that certain City of Modesto Block Map, Block 54, filed for record on in Book 15 of Maps, Page 54, Stanislaus County Records, and being located in the City of Modesto, County of Stanislaus, State of California, said lands being more particularly described as follows:

All of the 20-foot wide alley, as shown on said City of Modesto Block Map, Block 54, and containing an area of 8,000 square feet, more or less.

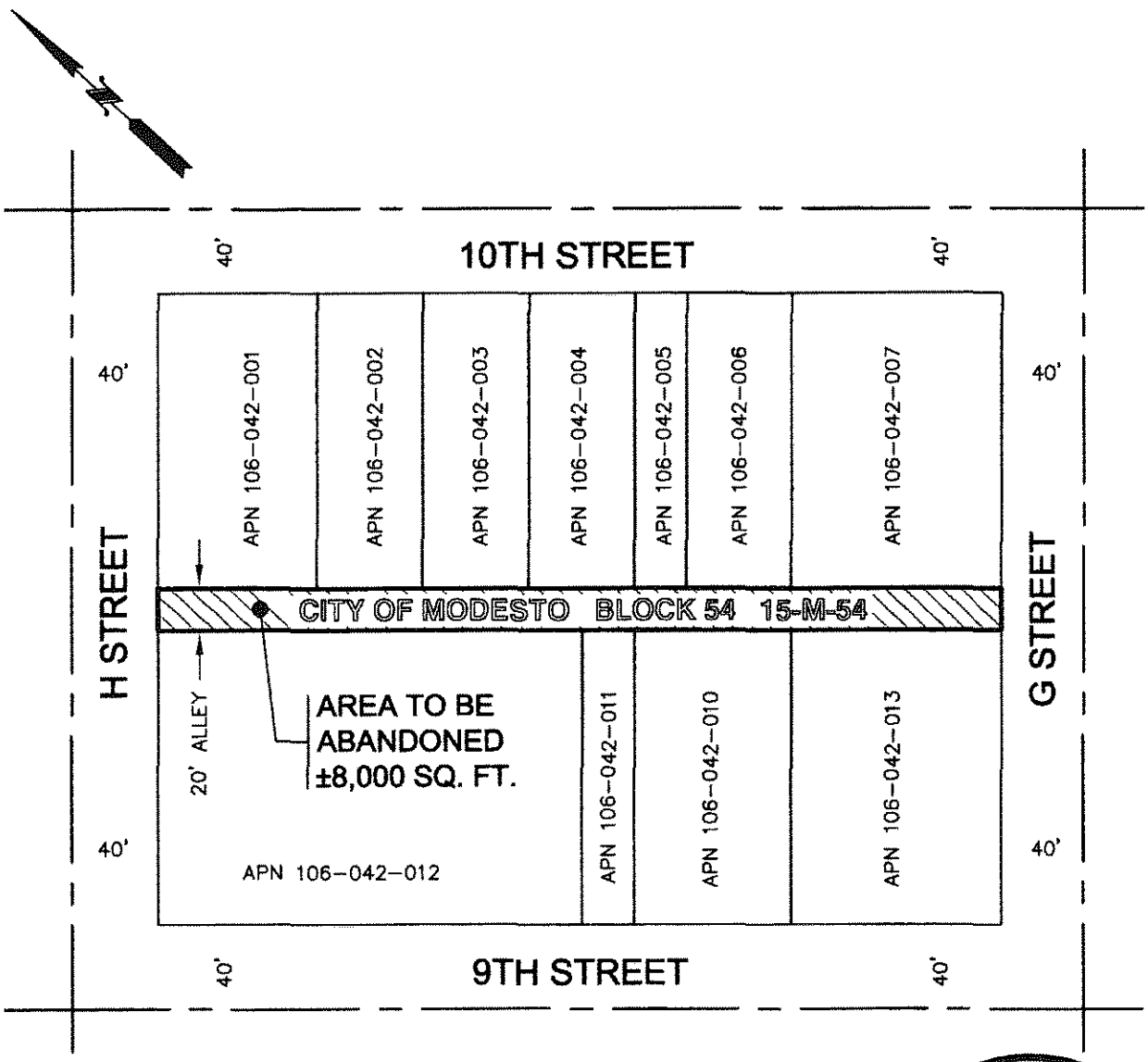
See Exhibit B attached hereto and made a part hereof.

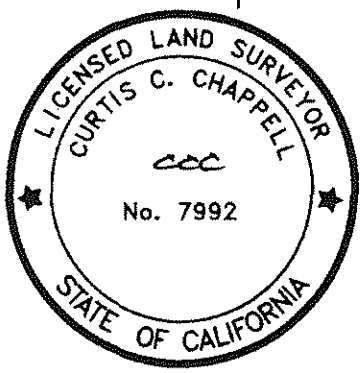
This property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Curt Chappell, PLS 7992

FEBRUARY 13, 2014
Date

PROFESSIONAL LAND SURVEYOR
CURTIS CROCKER CHAPPELL
No. 7992
Exp. 12-31-2014
STATE OF CALIFORNIA





LEGEND

APN	ASSESSOR'S PARCEL NUMBER
SQ. FT.	SQUARE FEET

PREPARED BY: C. CHAPPELL, PLS 7992 ASSOC. LAND SURVEYOR	EXHIBIT B	MODESTO CALIFORNIA
DATE: FEBRUARY 13, 2014	ABANDONMENT 20-FOOT WIDE ALLEY - BLOCK 54 15-M-54	
SCALE: 1" = 100'		
SHEET: ONE OF ONE	PROJECT: DOWNTOWN COURTHOUSE	PROJECT NUMBER CC14110

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-148

Print

RESOLUTION APPROVING A MASTER LEASE WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF THE COURTS, ADMINISTRATIVE OFFICE OF THE COURTS FOR THE USE, POSSESSION, CONTROL AND MANAGEMENT OF THE 10TH STREET SITE, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE (1) THE MASTER LEASE, AND (2) ALL RELATED AND NECESSARY DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION

WHEREAS, the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts (State/AOC), desires to develop a new courthouse for the Superior Court of Stanislaus County and in 2011 selected the city block bounded by G and H Streets, and 9th and 10th Streets (the 10th Street Site) as a potential site, and

WHEREAS, the City Council directed City staff to assist the State/AOC and to negotiate with the AOC's project team for acquisition and sale of the 10th Street Site, and

WHEREAS, in June 2013, the State/AOC informed the City of its interest in acquiring the property comprising the 10th Street Site, and

WHEREAS, in a public meeting held March 12, 2014, the Court Facilities Advisory Committee voted to endorse a directive from its Cost Reduction Subcommittee to continue negotiations on the preferred site for the new Modesto Courthouse to be constructed on 10th Street, and

WHEREAS, the City and the State/AOC have successfully negotiated a Property Acquisition Agreement whereby the City agrees to sell and the State/AOC agrees to purchase the 10th Street Site for the new Modesto Courthouse Project, and

WHEREAS, the State/AOC anticipates construction activity will commence after

June 1, 2016; consequently, the State/AOC does not require use or occupancy of the 10th Street Site until June 1, 2016, and

WHEREAS, as part of the agreement for the purchase/sale of the 10th Street Site, the City and the State/AOC agreed to execute a Master Lease (**Exhibit A**) where the State/AOC assigns to the City the control and management of the 10th Street Site after close of escrow through April 1,2016, and

WHEREAS, the proposed project that includes the acquisition and sale of real property, the conditional vacation of the public alley and the lease of real property has been determined to be Categorically Exempt under Section 15332 of the California Environmental Quality Act guidelines for in-fill development projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Master Lease with the State of California, acting by and through the Judicial Council of the Courts, Administrative Office of the Courts for the lease of the 10th Street Site for the purpose of the new Modesto Courthouse Project, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute (1) the Master Lease, and (2) all related and necessary documents required to complete the transaction.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

Exhibit A

MASTER LEASE

By and Between

THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS,

as "Master Lessor"

and

CITY OF MODESTO,

a charter city and municipal corporation,

as "Master Lessee"

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EXHIBITS

"A" Description of Land

"B" List of Existing Subleases

MASTER LEASE

THIS MASTER LEASE (this **"Master Lease"**) is made and entered into as of the Effective Date (as hereinafter defined) by and between the STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS (**"Master Lessor"**), and the CITY OF MODESTO, a charter city and municipal corporation (**"Master Lessee"**). Master Lessor and Master Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Concurrent with the execution of this Master Lease, Master Lessor and Master Lessee have executed a Property Acquisition Agreement (**"Acquisition Agreement"**) in which Master Lessor has agreed to acquire the real property described in Exhibit "A" (i) Master Lessee agreed to sell, transfer and convey to Master Lessor, and Master Lessor agreed to accept from Master Lessee, among other things, title to the Leased Premises (as hereinafter defined); (ii) Master Lessor agreed to assign to Master Lessee all of Master Lessor's right, title, and interest as the "landlord" or "lessor" under the existing leases located on or within the Leased Premises as of the Effective Date, and all then-existing amendments, addenda, and modifications thereto (**"Existing Leases"**), which Existing Leases are described on Exhibit "B" attached hereto whereupon the Existing Leases shall become subleases to this Master Lease (**"Subleases"**); and (iii) Master Lessee agreed to accept such assignment and assume from Master Lessor all of Master Lessor's duties, liabilities, and obligations as the "landlord" or "lessor" under the Subleases.

B. The fully-executed version of this Master Lease shall take effect and be binding on the Parties upon the date of the transfer and conveyance of fee simple title to the Leased Premises by Master Lessee to Master Lessor (the **"Effective Date"**).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Master Lessor and Master Lessee hereby agree as follows:

ARTICLE 1.
SUMMARY OF BASIC MASTER LEASE TERMS

1.1 Parties and Notice Addresses:	**Master Lessor:**
	Administrative Office of the Courts Office of Real Estate and Facilities Management Attention: Portfolio Administration Analyst 455 Golden Gate Avenue, 8th Floor San Francisco, California 94102-3688 Telephone: (415) 865-4053
	With a copy to: Administrative Office of the Courts Office of Real Estate and Facilities Management Attention: Manager, Real Estate 455 Golden Gate Avenue, 8th Floor San Francisco, California 94102-3688 Telephone: (415) 865-4048 In addition, notices by Master Lessee relating to termination of this Master Lease or alleged breach or default by Master Lessor of this Master Lease must also be sent to: Administrative Office of the Courts Fiscal Services Office Attention: Senior Manager, Business Services 455 Golden Gate Avenue, 7th Floor San Francisco, California 94102-3688 Telephone: (415) 865-4090

	Master Lessee: City of Modesto Attention: Brent Sinclair 1010 10th Street Modesto, California 95354 Telephone: (209) 577-5282
	With a copy to: City of Modesto Office of the City Attorney P.O. Box 642 Modesto, CA 95353 Attn: Richard Evans Telephone: (209) 577-5282 **With a copy to:** Mathew O. Pacher Damrell Nelson Schrimp Pallios Pacher & Silva 1601 I Street, Fifth Floor Modesto, California 95354 Telephone: (209) 526-3500
1.2 Leased Premises:	The land described on Exhibit "A."
1.3 Use:	The Leased Premises may be used and occupied only for the purposes for which the Leased Premises are being used as of the Effective Date.
1.4 Expiration Date:	April 1, 2016, or upon such date as the Parties may agree to extend the Lease Term pursuant to section 3.2 of this Master Lease.
1.5 Lease Term:	The period commencing on the Effective Date and ending at 11:59 p.m. Pacific time on the

	Expiration Date.
1.6 Monthly Rent:	None.

The above terms are incorporated in this Master Lease as indicated above and referenced herein.

This Article 1 is intended to supplement and/or summarize certain of the terms, conditions, and provisions set forth in the balance of this Master Lease. If there is any conflict between any terms, conditions, and provisions contained in this Article 1 and the balance of this Master Lease, the terms, conditions, and provisions contained in the balance of this Master Lease shall govern.

ARTICLE 2.
LEASED PREMISES

2.1 Leased Premises; Demise. In consideration of the covenants and agreements on the part of Master Lessee to be paid and performed under this Master Lease and for other good and valuable consideration described in the Acquisition Agreement, Master Lessor hereby leases to Master Lessee, and Master Lessee hereby leases from Master Lessor, for the Lease Term, at the rent, and upon the terms, conditions, and provisions set forth in this Master Lease, that certain land described on Exhibit "A" attached hereto and incorporated herein by this reference (the **"Land"**), together with any and all buildings and improvements situated on the Land during the Lease Term (collectively, the **"Improvements"**) (the Land and the Improvements, herein collectively referred to as the **"Leased Premises"**).

2.2 Leased Premises Covenants. During the Lease Term, Master Lessor shall have the right to (i) grant, create, or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, or assessment on title that does not adversely affect or impair the use of the Leased Premises by any Subtenant (as hereinafter defined) under and for the purposes permitted by its Sublease (as hereinafter defined), or (ii) amend, extend, renew, or otherwise modify the terms of any existing easement, right-of-way, encumbrance, lien, restriction, or assessment in a manner that does not more adversely affect or more greatly impair the use of the Leased Premises by any Subtenant under and for the purposes permitted by its Sublease than did the original easement, right-of-way, encumbrance, lien, restriction, or assessment prior to such amendment, extension, renewal, or other modification.

2.3 Acceptance of Leased Premises. Master Lessee accepts the Leased Premises in an "as is" condition upon the Effective Date. Master Lessee acknowledges that, except for the delivery by Master Lessor to Master Lessee of those certain Phase I Environmental Site Assessment Reports about the Leased Premises dated March 2012

prepared by Master Lessor's consultant, URS Corporation, and those certain Final Draft Phase II Environmental Site Assessments about the Leased Premises dated September 2013 and January 2014 prepared by Master Lessor's consultant, AECOM, Master Lessor has made no oral or written, express or implied, representations or warranties to Master Lessee regarding the condition of the Leased Premises.

ARTICLE 3.
LEASE TERM

3.1 Lease Term/Expiration Date. The term of this Master Lease (the **"Lease Term"**) shall commence on the Effective Date and, unless sooner terminated in accordance with this Master Lease, shall expire at 11:59 p.m. Pacific time on April 1, 2016 (the **"Expiration Date"**).

3.2 Extension of Expiration Date. The Expiration Date of this Master Lease may only be extended beyond April 1, 2016, with a written amendment to this Master Lease.

ARTICLE 4.
RENT

4.1 No Monthly Rent. In consideration for the Master Lessee managing the property on behalf of Master Lessor during the Lease Term as set forth in this Master Lease including without limitation section 7.2 of this Master Lease, Master Lessee shall have no obligation to pay Master Lessor any monetary base rent, fees, or other charges as rental for the Leased Premises during the Lease Term, except as otherwise expressly set forth in this Master Lease.

ARTICLE 5.
SUBLEASES

5.1 Assignment of Existing Leases. As of the Effective Date, Master Lessor assigns, delegates, and transfers to the Master Lessee all of Master Lessor's duties, obligations, liabilities, and responsibilities under the Existing Leases, and all of Master Lessor's right, title, and interest in and to, and, the Existing Leases including the right to receive rent under the Existing Leases. As of the Effective Date, Master Lessee accepts Master Lessor's assignment of the Existing Leases and is entitled to all of the rights and benefits accruing under the Existing Leases including any rent due under the Existing Leases. Upon assignment of the Existing Leases from Master Lessor to Master Lessee, the Existing Leases shall become subleases to this Master Lease and shall be referred to as Subleases.

5.2 Termination of Subleases. Master Lessee shall ensure that all Subleases are terminated by December 31, 2015 ("**Subleases Termination Date**") and that all

Subleases require the subtenants under the Subleases (**"Subtenants"**) to vacate their respective portions of the Leased Premises no later than the Subleases Termination Date, however, Master Lessor shall be solely responsible for providing relocation assistance and benefits to the Subtenants pursuant to Paragraph 13 of the Acquisition Agreement. Master Lessee shall provide: (i) at least 90 days written notice to the Subtenants when providing notices to vacate (or termination notices) to Subtenants (**"Notices to Vacate"**), however, Master Lessee shall provide 30 days written notice of intent that Master Lessee will be providing Notices to Vacate to the Subtenants ("Notices of Intent") which Notices of Intent shall be given to both (A) Master Lessor and (B) Master Lessor's Relocation Consultant at least 30 days prior to providing any Notices to Vacate.

Master Lessee shall not provide any Notices to Vacate to any of the Subtenants without first coordinating with Master Lessor's Relocation Consultant as to whether Master Lessee and/or Master Lessor's Relocation Consultant will individually or jointly provide any necessary notices to any of the Subtenants which are required under the Subleases and/or the Relocation Assistance Laws (defined in Paragraph 13 of the Acquisition Agreement). For purposes of this paragraph and Paragraph 13 of the Acquisition Agreement, Master Lessor's Relocation Consultant is David Richman of Auto Temp at P.O. Box 459, Mammoth Lakes, CA 93546; (760)934-4263; david@autotempservices.com. Notwithstanding the foregoing, in the event that Master Lessee has provided the Notices of Intent by September 1, 2015 and Master Lessor's Relocation Consultant has failed to timely coordinate with Master Lessee, Master Lessee may provide 90 day Notices to Vacate to Subtenants on October 1, 2015.

ARTICLE 6.
MAINTENANCE, REPAIRS AND ALTERATIONS

6.1 Maintenance and Repair Obligations of Master Lessee.

(a) General Maintenance and Repair Obligations; Capital Improvements. Subject to the provisions of Article 11 of this Master Lease, Master Lessee shall, at Master Lessee's sole cost and expense, maintain in good operating condition and repair (reasonable wear and tear excluded) the Leased Premises, including without limitation, all costs related to its continuing occupancy and use of the Leased Premises as well as all costs related to the Subleases, and all maintenance, utilities, repair, risk management, insurance and security costs related to the Leased Premises, and hold Master Lessor harmless from such costs (collectively, **"Master Lessee's Maintenance Obligations"**). Notwithstanding anything contained in this Master Lease to the contrary, the Master Lessee's Maintenance Obligations shall not include, and neither Master Lessor nor Master Lessee shall otherwise be obligated to make to the Leased Premises and/or pay for, any extraordinary, whether foreseen or unforeseen, repairs, alterations, replacements, upgrades, or retrofitting to the Leased Premises and/or any structural improvements to the Leased Premises, including, without limitation, any improvements to the structural portions, walls, foundations, or roof of any of the buildings located upon

the Leased Premises and/or any improvements to comply with the requirements of Title III of the Americans With Disabilities Act of 1990, as amended (collectively, **"Capital Improvements"**); provided, however, that notwithstanding the preceding portion of this sentence, Master Lessee hereby (i) covenants to comply with all of its obligations under the Subleases (including, without limitation, any obligations, if any, under the Subleases to construct Capital Improvements to the Leased Premises), and (ii) agrees to make Capital Improvements to the Leased Premises if and to the extent same are necessary to comply with or to correct a violation of applicable Laws during the Lease Term; provided that if Master Lessee is permitted to do so under applicable Laws, Master Lessee may elect to demolish and remove the buildings (or such portion of the buildings subject to or in violation of applicable Laws) at Master Lessee's sole cost and expense, in accordance with section 11.1 below instead of making such Capital Improvements if permissible under the Subleases. During the Lease Term, Master Lessee shall also be responsible for all Service Contracts (as defined below), including without limitation service contracts, affecting the maintenance and repair of the Leased Premises, including, without limitation, any components of any system that may be located within individual Subtenant's spaces with respect to any of the Subleases.

(b) Master Lessee's Failure to Maintain. If Master Lessee fails to maintain the Leased Premises in good operating condition and repair (reasonable wear and tear excluded), then Master Lessor may give Master Lessee written notice to do such acts as are reasonably required to so maintain the Leased Premises. If Master Lessee fails to promptly commence such work and diligently prosecute it to completion within 60 days of Master Lessee's receipt of written notice from Master Lessor, then Master Lessor shall have the right (but not the obligation) to perform such work and expend such funds at the expense of Master Lessee as are reasonably required to perform such work. Any documented, out-of-pocket costs and expenses reasonably incurred by Mater Lessor in connection with the performance of such work shall be paid by Master Lessee as additional rent within 30 days following Master Lessee's receipt of a statement for such costs from Master Lessor. Any such work performed by Master Lessee or Master Lessor shall be performed in a commercially reasonable manner, and, except for emergency work (which, for purposes of this Master Lease, shall be any work on the Leased Premises that is reasonably necessary to prevent imminent injury to life, health, safety, security, or property), shall not unreasonably disturb the quiet enjoyment by such Subtenants of their premises under such Subleases, and shall otherwise be subject to the rights of the Subtenants under the Subleases.

6.2 Removal of Utilities. Notwithstanding anything in this Master Lease to the contrary, Master Lessee shall have the obligation during the Lease Term, subject to Section 3.2 of this Master Lease, to complete the Removal of Utilities (as defined in the Acquisition Agreement) from the Leased Premises as provided for in section 11.a of the Acquisition Agreement.

6.3 Alterations. Except as provided for in sections 6.1 and 6.2 of this Master Lease, Master Lessee shall have no rights to make any alterations (including any construction, changes, demolition, removal, or alterations to buildings and/or the ground of the Leased Premises (each an **"Alteration"** and collectively, **"Alterations"**) unless Master Lessee obtains the written consent of the Master Lessor which Master Lessor may withhold in its absolute discretion. In the event that Master Lessor provides written consent to make Alterations to the Leased Premises pursuant to this section 6.3 of this Master Lease, then Master Lessee will have the right, but not the obligation, at any time and from time to time during the Lease Term and at Master Lessee's sole cost and expense, to make those Alteration(s) for which Master Lessor has giving its written consent. Any Alterations shall be made in all cases subject to the conditions set forth in sections 6.4(a), (b), and (c) below, which Master Lessee covenants to observe and perform. For clarification purposes, the term "Alterations," as used in this Master Lease, shall also include Capital Improvements, if any, that Master Lessee constructs on the Leased Premises during the Lease Term, however the term Alterations shall specifically exclude Removal of Utilities which are instead governed by section 6.2 of this Master Lease and section 11.a of the Acquisition Agreement. Notwithstanding anything contained in this Master Lease to the contrary, Master Lessee shall provide Master Lessor with written notice at least 20 days prior to commencement of construction of any Alteration to the Leased Premises costing in excess of $200,000, and during such 20 day period preceding the commencement of such Alteration, the Parties shall meet and confer to discuss the nature of such Alteration, the plans and specifications for such Alteration submitted to Master Lessor in accordance with section 6.4(b) below, Master Lessee's anticipated construction schedule for such Alteration, and Master Lessee's compliance with the requirements of section 6.4(a) below. Within 60 days following completion of any Alteration costing in excess of $50,000, Master Lessee shall provide Master Lessor with two complete sets of "as built" plans of such Alteration.

(a) Indemnification. Master Lessee shall, and it hereby does, indemnify, defend, and hold harmless Master Lessor, the Judicial Council of California, the Administrative Office of the Courts, and the respective officers, agents, and employees, and the successors and assigns of each of them (the **"Master Lessor Parties"**), from and against all damages, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs of every kind, incurred by the Master Lessor Parties arising from any claim, demand, litigation, arbitration, or other dispute-resolution proceeding asserted by a person or entity other than a Master Lessor Party that arises or results from Master Lessee's performance of any Alterations, and except where and to the extent that such damages, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs arise or result from the negligence or willful misconduct of any of the Master Lessor Parties. If, in connection with Master Lessee's performance of any Alterations all or any portion of the buildings or grounds on the Leased Premises are damaged or destroyed, then the provisions of Article 11 of this Master Lease shall apply to such damage and/or destruction. Master Lessee's obligation

to indemnify, defend, and hold harmless the Master Lessor Parties under this section 6.3 shall survive the expiration or termination of this Master Lease and/or any transfer of all or any portion of the Leased Premises or of any interest in this Master Lease for the legally applicable statute of limitations period.

6.4 Alterations and Repairs - General Conditions. All Alterations and repairs to the Leased Premises that the Master Lessee desires or is required to make pursuant to sections 6.1 and/or 6.3 of this Master Lease are subject to the following:

(a) Permits and Authorizations. No Alterations or repairs shall be undertaken until Master Lessee shall have procured all required municipal, state, and other governmental permits and authorizations from the various municipal, state, and other governmental departments and subdivisions having jurisdiction over such Alterations or repairs. Master Lessor agrees that so long as Master Lessee is in compliance with its obligations under sections 6.1 and/or 6.3 with respect to such Alterations or repairs and there is no uncured and continuing Event of Default by Master Lessee under this Master Lease, Master Lessor shall actively cooperate with Master Lessee's efforts to obtain such permits and authorizations at no cost or expense to Master Lessor, and shall execute all necessary applications, requests, and other documents, and permit its name to be used, in connection with the obtaining of the permits and authorizations. At least 10 business days prior to commencement of construction of any Alterations or repairs on the Leased Premises by, on behalf of, or at the direction of Master Lessee, Master Lessee shall deliver to Master Lessor written evidence that all required permits and authorizations, if any, have been obtained for such Alterations and/or repairs from any municipal, state, or other governmental departments or subdivisions having jurisdiction over such Alterations or repairs.

(b) Supervising Architect or Engineer; Plans and Specifications. If so required by applicable Laws, the Alteration or repair shall be conducted under the supervision of an architect or engineer licensed as such in the State of California; provided that such architect or engineer may be an employee of Master Lessee and shall be selected by Master Lessee. If such Alteration or repair is required by applicable Laws to be conducted under the supervision of an architect or engineer licensed as such in the State of California, then plans and specifications for such Alteration or repair shall be submitted to Master Lessor, prior to the commencement of such Alteration or repair, solely for the purpose of enabling Master Lessor to determine whether such Alteration or repair will comply with the provisions of this section 6.4.

(c) Compliance With Laws. All work done in connection with any Alteration or repair shall be done in a good and workmanlike manner and in compliance with all applicable Laws, and any Alteration that consists of or includes the demolition and removal of all or any portion of any building located upon the Leased Premises or changes to the ground located upon the Leased Premises shall also be done in accordance with the California Environmental Quality Act, which is codified in California Public

Resources Code sections 21000, et seq. and its implementing guidelines set forth in Title 14, California Code of Regulations, sections 15000, et seq.

6.5 Mechanics' Liens. At all times during the Lease Term, Master Lessee shall keep the Leased Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Leased Premises. Master Lessee may, in good faith and at Master Lessee's own expense, contest the validity of any such asserted lien or claim, provided that Master Lessee pursues such contest diligently and, if Master Lessor so requests of Master Lessee in writing, Master Lessee shall furnish a bond freeing the Leased Premises from any such lien or claim. If Master Lessee does not cause such bond to be recorded or otherwise protect the Leased Premises within 30 days after service on Master Lessee of written request from Master Lessor to do so, Master Lessor may, at its option (but without obligation), pay, adjust, compromise, and discharge any such lien or claim of lien on such terms and manner as are reasonably appropriate. In such event, Master Lessee shall, on or before the first day of the next calendar month following any such payment by Master Lessor, reimburse Master Lessor for the documented, out-of-pocket costs and expenses reasonably incurred by Master Lessor in paying, adjusting, compromising, and discharging such lien or claim of lien. Master Lessee shall give Master Lessor at least 10 days' notice prior to the commencement of any Alterations and cooperate with Master Lessor in posting and maintaining notices of non-responsibility in connection therewith.

6.6 Ownership of Alterations. All Alterations and repairs made and paid for by Master Lessee to the Leased Premises shall be deemed to have attached to the Master Lessor's fee and shall become the property of the Master Lessor, except to the extent that such Alterations consist of Personal Property (as hereinafter defined) of Master Lessee and/or any Subtenant.

6.7 Personal Property. Subject only to the provisions of section 9.1 and the foregoing provisions of this Article 6, Master Lessee may install, maintain, and remove, and may permit the Subtenants to install, maintain, and remove, at any time and from time to time, all of Master Lessee's and the Subtenants' trade fixtures (whether or not permanently affixed to the Subtenant's premises under the applicable Sublease), furniture, furnishings, signs, and other personal property not permanently affixed to the Leased Premises (collectively, **"Personal Property"**). The Personal Property shall remain the property of Master Lessee (or the applicable Subtenant(s)) during the Lease Term and after the Expiration Date (or after the Subleases Termination Date with respect to Subtenants). Master Lessee shall, at its own expense, immediately repair, or cause the Subtenants to repair, any damage occasioned to the Leased Premises by reason of the removal of Personal Property from the Leased Premises, whether during the Lease Term or upon the Expiration Date; provided, however, that Master Lessee shall only be required to repair the Leased Premises (or such portion thereof affected by such removal of Personal Property) to its condition existing prior to the installation of such Personal

Property (reasonable wear and tear excepted), except if and only to the extent otherwise required by applicable Laws, otherwise, Master Lessee is only required to restore the Leased Premises to a condition that is acceptable to Master Lessor.

ARTICLE 7.
UTILITIES AND TAXES

7.1 Utility Services and Charges. During the Lease Term, Master Lessee agrees, at its own expense, to make all arrangements for all utilities of every type and nature required by it in its (or its Subtenants') use or operation of the Leased Premises and shall pay directly, or cause to be paid by the applicable Subtenants, to the appropriate utility company when due all charges for utility services supplied in or about the Leased Premises including, but not limited to, gas, electricity, water, telephone, trash collection, sewerage, heat, and for all connection charges, fees, or taxes associated therewith.

7.2 Real Property Taxes and Assessments. To the extent that any real property taxes or assessments become due with respect to either the Leased Premises or the Property, including without limitation any ad valorem taxes, special taxes, general assessments and special assessments, Master Lessee will, during the Lease Term, make payment of all such taxes and assessments, if any, levied against the Leased Premises or the Property within the time allowed by the taxing authorities in order to avoid penalty. In addition, Master Lessee recognizes and understands that this Master Lease may create a possessory interest subject to property taxation and that the Master Lessee, and not the Master Lessor, will be required to make the payment of property taxes levied on such interest should the Master Lease create a possessory interest that is subject to property taxation.

7.3 Nonpayment. If any charges or payments referred to in sections 7.1 and/or 7.2 hereof are not paid prior to delinquency, Master Lessor shall have the right, but not the obligation, to pay the charges, and Master Lessee agrees to reimburse Master Lessor for any amount paid by Master Lessor within sixty days of invoice from Master Lessor.

ARTICLE 8.
INSURANCE

8.1 Master Lessee's Insurance. At all times during the Lease Term, Master Lessee shall maintain the Property Insurance Policies (as hereinafter defined) in effect with respect to the Leased Premises. **"Property Insurance Policies"** means one or more policies of property insurance maintained by Master Lessee that insure the Leased Premises against those risks covered under a form of coverage with terms and conditions as comprehensive as those in an All-Risk/Special Form property insurance policy (as such policy and covered risks may exist or change from time to time). Coverage amounts shall be equal to at least 100% of the replacement cost of the improvements located upon the Lease Premises. The Property Insurance Policies shall not be required to include

earthquake or terrorism insurance coverage. Master Lessee's obligation to provide the Property Insurance Policies may be satisfied, in whole or in part, by the purchase of commercial insurance, a program of self-insurance, or by Master Lessee's participation in a joint powers authority established for the purpose of pooling self-insured claims. During the Lease Term, any and all proceeds of any Property Insurance Policies maintained by Master Lessee with respect to the Leased Premises shall be paid to Master Lessee, subject, however, to Master Lessee's obligation to deliver such proceeds (or applicable portion thereof) to Master Lessor if, as, when, and to the extent required by section 11.1 below.

ARTICLE 9.
USE OF LEASED PREMISES; COMPLIANCE WITH LAWS; HAZARDOUS MATERIALS

9.1 Use of Leased Premises; Compliance with Laws. The Leased Premises may be used and occupied for the purposes for which they are being occupied for as of the Effective Date as long as such uses are lawful. Master Lessee shall comply with all of the requirements of all local, municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to Master Lessee's use or occupancy of the Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all applicable local, municipal, state, and federal laws, ordinances, codes, statutes, regulations, administrative rules, policies, orders, and decrees that are final and no longer subject to appeal, issued by a court or governmental entity with jurisdiction over the matter, pertaining to Master Lessee's use or occupancy of the Leased Premises (each a **"Law"** and, collectively, **"Laws"**). Master Lessee shall not permit the Leased Premises to be occupied or used in any manner that will constitute waste or a nuisance. Master Lessee shall have the right to contest the validity and enforceability of any applicable Laws, regardless of whether such Laws are being enforced against Master Lessor or Master Lessee. Master Lessor agrees that it shall cooperate in Master Lessee's exercise of its right to contest and shall join, and permit its name to be used, in any proceedings brought with respect to such Laws, provided that Master Lessee shall reimburse Master Lessor for all of its documented, out-of-pocket costs, expenses, and attorney fees and costs reasonably incurred in connection with such proceedings.

9.2 Hazardous Materials.

(a) Definitions. The following defined terms shall have the following meanings as used in this Master Lease:

(1) **"Hazardous Materials"** means any hazardous or toxic material or substance regulated under any Law.

(2) **"Hazardous Materials Laws"** shall mean all Laws applicable to Hazardous Materials.

(b) Master Lessee's Covenants. Master Lessee hereby covenants to comply with the following provisions of this section 9.2 during the Lease Term, unless otherwise specifically approved in writing by Master Lessor:

(1) Except for any Hazardous Materials that may be present in, on, or under the Leased Premises as of the Effective Date, Master Lessee shall not cause, or expressly permit under any Sublease, any Hazardous Materials to be brought, kept, or used in or about the Leased Premises by Master Lessee or its officers, agents or employees (collectively, the **"Master Lessee Group"**) during the Lease Term; provided, however, that normal quantities of Hazardous Materials customarily used in the conduct of Master Lessee's permitted use of the Leased Premises and the Subtenants' use of their premises on the Leased Premises may be transported to, and handled, stored, treated, or used on the Leased Premises by Master Lessee and/or such Subtenants without Master Lessor's prior written consent, provided that any such handling, transportation, storage, treatment, or usage shall at all times be in compliance with the manufacturer's instructions therefor and all applicable Hazardous Materials Laws;

(2) Any Hazardous Materials deposited or released on the Leased Premises during the Lease Term by the Master Lessee Group or the Subtenants shall, to the extent required by applicable Hazardous Materials Laws, be promptly and thoroughly cleaned and removed from the Leased Premises by Master Lessee at its sole expense, to a standard consistent with use of the Leased Premises for the uses existing thereon as of the Effective Date, and any such discharge or release shall be promptly reported in writing to Master Lessor, and to any other appropriate governmental regulatory authorities in compliance with applicable Hazardous Materials Laws;

(3) No underground improvements, including, but not limited to, treatment or storage tanks, or water, gas, or oil wells shall be placed in, on, or under the Leased Premises by Master Lessee Group during the Lease Term without Master Lessor's prior written consent;

(4) During the Lease Term, Master Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials deposited or released on the Leased Premises during the Lease Term by the Master Lessee Group or the Subtenants to a standard consistent with use of the Leased Premises for the uses existing thereon as of the Effective Date, but only to the extent that such investigations, studies, sampling, or testing procedures or such remedial, removal, or other actions are required by applicable Hazardous Materials Laws;

(5) Activities proposed by Master Lessee Group during the Lease Term that involve disturbing asbestos-containing materials in, on, or under the Leased Premises shall only be conducted in accordance with all federal, state, or local Hazardous Materials Laws governing asbestos-containing materials including, but not limited to,

those promulgated by the California Occupational Safety and Health Administration (Cal/OHSA), the United States Environmental Protection Agency (EPA), and the Air Pollution Control District (APCD);

(6) Master Lessee shall promptly supply Master Lessor with copies of all notices, reports, correspondence, and submissions made by the Master Lessee Group during the Lease Term to the United States Environmental Protection Agency, the California Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials pursuant to applicable Hazardous Materials Laws;

(7) Master Lessee shall promptly notify Master Lessor of any liens threatened or attached against the Leased Premises during the Lease Term pursuant to any Hazardous Materials Laws. If such a lien is filed against the Leased Premises related to Hazardous Materials deposited or released on the Leased Premises during the Lease Term by the Master Lessee Group or the Subtenants, then, within the earlier of (a) 20 days following such filing, or (b) before any governmental authority commences proceedings to sell the Leased Premises pursuant to the lien, Master Lessee shall either (i) pay the claim and remove the lien from the Leased Premises, or (ii) furnish either (A) a bond or cash deposit reasonably satisfactory to Master Lessor in any amount not less than the claim from which the lien arises, or (B) other security reasonably satisfactory to Master Lessor in an amount not less than that which is sufficient to discharge the claim from which the lien arises. Upon the expiration of the Lease Term, Master Lessee shall surrender the Leased Premises to Master Lessor free of any and all Hazardous Materials that were deposited or released in, on, or under the Leased Premises during the Lease Term by the Master Lessee Group or the Subtenants, and remediated to a standard consistent with the use of the Leased Premises for the uses existing thereon as of the Effective Date, to the extent that such Hazardous Materials are required to be removed therefrom by Hazardous Materials Laws.

(c) Master Lessor's Inspection Rights. Master Lessor and Master Lessor's agents and employees including, without limitation, legal counsel and environmental consultants and engineers retained by Master Lessor, may (but without the obligation or duty so to do), at any time and from time to time, on not less than 10 business days' prior written notice to Master Lessee (except in the event of an emergency in which case no prior written notice shall be required, but reasonable, prior verbal notice to Master Lessee shall be attempted to be made by Master Lessor), inspect the Leased Premises to determine whether Master Lessee is complying with Master Lessee's obligations set forth in this section 9.2, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as Master Lessor and Master Lessee may mutually agree to in writing. If Master Lessee is not in compliance with this section 9.2, then Master Lessor shall have

the right, in addition to Master Lessor's other remedies available at law and in equity, on not less than 10 business days' prior written notice to Master Lessee (except in the event of an emergency in which case no prior written notice shall be required, but reasonable, prior verbal notice to Master Lessee shall be attempted to be made by Master Lessor), to enter upon the Leased Premises and take such action as Master Lessor in its reasonable judgment deems appropriate to remediate any actual or threatened contamination caused by Master Lessee's failure to so comply with this section 9.2. Upon completion of any sampling or testing, Master Lessor will (at Master Lessee's expense if Master Lessor's actions are a result of Master Lessee's default under this section 9.2, and otherwise at Master Lessor's expense) restore the affected area of the Leased Premises from any damage caused by Master Lessor's sampling and testing. Notwithstanding anything contained in this section 9.2(c) to the contrary, except in the event of any emergency, any entry into the Leased Premises by Master Lessor pursuant to this section 9.2(c) and/or any inspections, samplings, testing, or other activities of the Master Lessor with respect to such entry pursuant to this section 9.2(c) shall be subject to the rights of the Subtenants under the Subleases, shall not unreasonably interfere with the Subtenants' quiet enjoyment of their premises under their Subleases and shall not unreasonably interfere with Master Lessee's use of the Leased Premises. For purposes of this section 9.2, an "event of an emergency" shall mean an event that poses a threat of imminent injury to life, health, safety, security, or property.

(d) Master Lessee's Indemnification. Master Lessee shall, and hereby does, indemnify, defend, and hold harmless the Master Lessor Parties from and against all damages, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs incurred by the Master Lessor Parties arising during or after the Lease Term in connection with the presence of Hazardous Materials deposited by the Master Lessee Group or the Subtenants during the Lease Term anywhere in, on, or under the Leased Premises, including, the soil, ground water, or soil vapor on or under the Leased Premises, except where and to the extent the Hazardous Materials are present as a result of the negligence or willful misconduct of any Master Lessor Party (collectively, the **"Hazardous Materials Claims"**). Without limiting the generality of the foregoing, the indemnification provided by this section 9.2(d) shall specifically cover costs incurred by the Master Lessor Parties in connection with investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water, or soil vapor deposited by Master Lessee Group or any Subtenants in, on, or under the Leased Premises during the Lease Term, and the release or discharge of Hazardous Materials by Master Lessee during the course of any alteration or repair of the Leased Premises during the Lease Term, except to the extent Hazardous Materials are present as a result of the negligence or willful misconduct of any Master Lessor Party. The foregoing Master Lessee obligation to indemnify, defend, and hold harmless the Master Lessor Parties shall not apply to any Hazardous Materials Claims arising from or in connection with Hazardous Materials that existed on the Leased Premises prior to the Effective Date of

this Master Lease, which Hazardous Materials Claims shall be governed by the applicable provisions of the Acquisition Agreement. Nothing in this Master Lease shall be deemed or construed to waive, release, limit, or otherwise diminish Master Lessor's or Master Lessee's rights or remedies with respect to Subtenants or any other third party, all of which are expressly reserved by Master Lessor and Master Lessee, respectively.

(e) Pre-Effective Date Rights and Obligations. The provisions of the Acquisition Agreement will in no manner modify this section 9.2 of this Master Lease.

(f) Survival. Any remedies and the environmental indemnities provided for in this section 9.2 shall survive the Expiration Date of this Master Lease and/or any transfer of all or any portion of the Leased Premises or of any interest in this Master Lease for the legally applicable statute of limitations period.

ARTICLE 10.
ENTRY BY MASTER LESSOR

Master Lessee shall permit Master Lessor and Master Lessor's agents to enter the Leased Premises, at Master Lessor's sole cost and expense, at all reasonable times for the purpose of posting notices of non-responsibility for Alterations and repairs and on not less than two business days' prior written notice to Master Lessee, for the purpose of inspecting the Leased Premises (except in the event of an emergency, in which case no prior written notice shall be required, but reasonable, prior verbal notice to Master Lessee shall be attempted to be made by Master Lessor); provided, however, that (except in the event of any emergency) any such entry and other activities of the Master Lessor with respect to such entry shall be subject to the rights of the Subtenants under the Subleases, shall not unreasonably disturb the Subtenants' quiet enjoyment of their premises under such Subleases and shall not unreasonably interfere with Master Lessee's use of the Leased Premises. For purposes of this Article 10, the phrase "event of an emergency" shall mean an event that poses a threat of imminent injury to life, health, safety, security, or property.

In addition to the foregoing, Master Lessee grants Master Lessor access to the Leased Premises for the purpose of conducting inspections and preparing for construction of Master Lessor's courthouse project which Master Lessor will commence after the expiration of the term of this Master Lease. While accessing the Leased Premises pursuant to the foregoing, Master Lessor agrees to not unreasonably interfere with Master Lessee's use of the Leased Premises pursuant to this Master Lease.

ARTICLE 11.
DAMAGE OR DESTRUCTION

11.1 Master Lessee's Right to Repair and Restore, Demolish and Remove, or Terminate Master Lease.

(a) Master Lessee's Rights Upon Damage or Destruction. If all or any portion of the Leased Premises is rendered untenantable or inaccessible by damage and/or destruction to all or any part of the Leased Premises from fire or other casualty, then Master Lessee shall elect one of the following by delivering to Master Lessor written notice of such election within 120 days after such fire or other casualty: (i) at Master Lessee's sole cost and expense, repair and restore the Leased Premises to the condition required by the Subleases and in compliance with the requirements set forth in Article 6 of this Master Lease; (ii) at Master Lessee's sole cost and expense and in compliance with the requirements set forth in Article 6 of this Master Lease, and subject to Master Lessee's indemnification obligations set forth in Article 6 of this Master Lease, demolish and remove the Improvements (or such applicable portion thereof) on the Leased Premises that are damaged and/or destroyed; or (iii) terminate this Master Lease, without any obligation to repair or restore damage and/or destruction to the Leased Premises or to demolish and remove the Improvements (or such applicable portion thereof) on the Leased Premises that are damaged and/or destroyed; provided that Master Lessee shall be required to repair or abate such damage and/or destruction, or to demolish and remove such Improvements (or such applicable portion thereof) and/or any debris, if and to the extent necessary to prevent or correct a violation of applicable Laws or to prevent or correct an imminent threat to life, health, public safety, or security (which actions, for purposes of this Master Lease, shall be referred to herein as actions to **"Secure the Premises"**); and further provided that if Master Lessee elects the option described in clause (iii) of this section 11.1(a), Master Lessee shall be responsible, at Master Lessee's sole cost and expense, to terminate all Subleases that are then in effect and to cause all Subtenants to vacate, and to remove all of their Personal Property from, the Leased Premises prior to the termination of this Master Lease subject to providing the Notices to Vacate in accordance with section 5.2 of this Master Lease and coordinating with Master Lessor's Relocation Consultant as provided for in section 5.2 of this Master Lease.

(b) Notice to Master Lessor. If Master Lessee elects to repair and restore damage to and/or destruction of the Leased Premises (in accordance with clause (i) of section 11.1(a) above) or to demolish and remove the Improvements (or such applicable portion thereof) on the Leased Premises that are damaged and/or destroyed (in accordance with clause (ii) of section 11.1(a) above), then this Master Lease shall continue in effect, Master Lessee shall deliver to Master Lessor an estimate of the time required to complete such repair and restoration or demolition and removal (as applicable) within the 120 day period referenced in section 11.1(a) above, and Master Lessee shall diligently complete such repair and restoration or demolition and removal (as applicable) in accordance with the terms of Article 6 and section 11.1(a) of this Master Lease.

(c) Termination of Master Lease. If Master Lessee elects to terminate this Master Lease in accordance with clause (iii) of section 11.1(a) above, then upon such termination, the Leased Premises shall be transferred from Master Lessee to Master

Lessor in accordance with the provisions of section 15.6 of this Master Lease. Additionally, upon such termination, Master Lessee shall deliver to Master Lessor, or assign to Master Lessor all of Master Lessee's interest in and rights to receive, all proceeds of the Property Insurance Policies and/or of any property insurance policies maintained by any Subtenant that are received by Master Lessee or to which Master Lessee is entitled arising from direct, physical loss of, damage to, or destruction of the Leased Premises, but only where and to the extent required to Secure the Premises, and only where and to the extent that Master Lessee has not already acted to Secure the Premises pursuant to section 11.1(a) above, but specifically excluding all or any of the following: proceeds to compensate Master Lessee and Subtenants for their furniture, fixtures, equipment, and other Personal Property; and proceeds for business interruption and/or rental loss coverage in favor of Master Lessee and/or any Subtenants, and as between Master Lessor and Master Lessee, Master Lessee shall be solely responsible and liable for any claims made by any Subtenants for losses arising from the fire or other casualty to the Leased Premises (except where and to the extent such Subtenant claims arise from the negligence or willful misconduct of Master Lessor or its officers, agents, employees, or contractors) and/or from Master Lessee's election to terminate this Master Lease under clause (iii) of section 11.1(a) above. Master Lessee shall be entitled to retain, and shall not be obligated to deliver or assign to Master Lessor pursuant to this section 11.1(c), any proceeds available from or through a program of self-insurance or by Master Lessee's participation in a joint powers authority established for the purpose of pooling self-insured claims except to the extent that such proceeds are required to Secure the Premises, as described above in this section 11.1(c).

11.2 Waiver. Master Lessor and Master Lessee each hereby waive the provisions of California Civil Code sections 1932(2) and 1933(4) and any other applicable Law permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in section 11.1 of this Master Lease.

ARTICLE 12.
ASSIGNMENT AND SUBLETTING; SERVICE CONTRACTS

12.1 Assignment. Master Lessee may not assign Master Lessee's right, title, and interest, as Master Lessee, in this Master Lease, without Master Lessor's prior written consent which consent can be withheld in Master Lessor's sole discretion; and further provided that Master Lessee agrees that, in connection with giving any such consent, Master Lessee shall not be released of any of its duties, obligations, and/or liabilities under this Master Lease in connection with such assignment. Except for the Existing Leases, Master Lessee shall not enter into any agreements which would allow a third party to use or occupy any portion of the Property, including without limitation, any leases, subleases or licenses ("Proposed Lease"), without Master Lessor's prior written consent which consent shall not be unreasonably withheld. In no event shall Master

Lessor be required to consent to any Proposed Lease that (i) provides for a term beyond December 31, 2015, and/or (ii) does not require the proposed Subtenant to acknowledge their ineligibility to relocation assistance from Master Lessor and Master Lessee.

(a) Subletting. Subject to the provisions set forth below in this section 12.1, Master Lessee shall have the right to modify any of the Subleases of the Leased Premises without the consent of Master Lessor, however, Master Lessee shall not renew or extend any of the terms of any of the Subleases beyond the Subleases Termination Date, and Master Lessee shall not assign, encumber, or otherwise convey any right or interest of Master Lessee in any Sublease. All termination of Subleases shall be in accordance with section 5.2 of this Master Lease with respect to providing Notices to Vacate and coordinating with Master Lessor's Relocation Consultant.

12.2 The Subleases shall be subject to the following:

(a) Each Sublease will expire no later than the Subleases Termination Date;

(b) No modifications of any Subleases shall provide the Subtenants with any right to compensation for Master Lessee's termination of such New Sublease prior to its expiration; and

(c) Within 30 days after execution of any amendment to a Sublease, Master Lessee shall provide Master Lessor a true and correct copy of the amendment to such Sublease;

Master Lessor agrees to execute, upon the request of Master Lessee or a Subtenant, a non-disturbance and attornment agreement with each Subtenant, in a form mutually acceptable to such Subtenant and Master Lessor.

12.3 Assignment and Assumption of Existing Subleases. Pursuant to section 5.1 of this Master Lease, Master Lessor has assigned to Master Lessee all of Master Lessor's right, title, and interest, as the "landlord" or "lessor" under the Subleases, and Master Lessee has accepted such assignment and assumed all of Master Lessor's duties, liabilities, and obligations as the "landlord" or "lessor" under the Subleases that arise on and after the Effective Date.

12.4 Master Lessee's Covenant Regarding Subleases. During the Lease Term, Master Lessee shall use commercially reasonable efforts to enforce the terms, conditions, and provisions of the Subleases and to exercise Master Lessee's rights under the Subleases.

12.5 Service Contracts. During the Lease Term, Master Lessee shall have the right to (i) enter into any contracts with respect to the maintenance, management, or operations of the Leased Premises (**"Service Contract(s)"**), (ii) extend, modify, or renew

any Service Contracts existing as of the Effective Date, and (iii) terminate any Service Contracts, all without the consent of Master Lessor, provided that Master Lessee shall at all times be solely liable and responsible for performance of Master Lessee's obligations under such Service Contracts and that the Service Contracts are all terminated, at Master Lessee's sole cost and expense, as of the Expiration Date, or the earlier termination of this Master Lease if Master Lessee elects to terminate this Master Lease in accordance with section 11.1.

ARTICLE 13.
DEFAULT AND REMEDIES

13.1 Events of Default. The occurrence of any of the following shall constitute an **"Event of Default"** by Master Lessee under this Master Lease:

(a) Failure to Pay Additional Rent. Master Lessee fails to make payment of any amount due under this Master Lease when due, if payment in full is not received by Master Lessor within 30 days after Master Lessor's delivery to Master Lessee of written notice that such payment is due.

(b) Bankruptcy. Master Lessee files a petition seeking relief under any state or federal bankruptcy or other Law affecting creditors' rights.

(c) Uncured Failure to Perform. Master Lessee fails to perform or comply with any provision of this Master Lease other than those described in sections 13.1(a) or (b) above, and does not fully cure such failure within 60 days after Master Lessor's delivery to Master Lessee of written notice of such failure or, if such failure cannot be cured within such 60 day period, Master Lessee fails within such 60 day period to commence, and thereafter diligently proceed to cure, such failure as soon as reasonably possible.

13.2 Remedies Upon Default. Upon the occurrence of an Event of Default by Master Lessee, Master Lessor shall have the following rights and remedies and all the rights and remedies available under the Law, all subject to the rights of any Subtenants under the Subleases:

(a) Termination of Master Lessee's Right to Possession. Master Lessor may terminate Master Lessee's right to possession of the Leased Premises by written notice to Master Lessee. Master Lessee expressly acknowledges that in the absence of such written notice from Master Lessor, no other act of Master Lessor, including re-entry into the Leased Premises, efforts to relet the Leased Premises, reletting of the Leased Premises for Master Lessee's account, storage of Master Lessee's Personal Property, acceptance of keys to the Leased Premises from Master Lessee, or exercise of any other rights and remedies under this section 13.2, shall constitute an acceptance of Master

Lessee's surrender of the Leased Premises or constitute a termination of this Master Lease or of Master Lessee's right to possession of the Leased Premises.

(b) Master Lessor Cure. Master Lessor may cure the Event of Default, and Master Lessee shall reimburse Master Lessor for the documented, out-of-pocket cost and expense reasonably incurred by Master Lessor in connection with Master Lessor's cure of the Event of Default within 30 days of Master Lessor's written request to Master Lessee therefor.

(c) Disposition of Master Lessee's Property. Master Lessor may remove all of Master Lessee's property from the Leased Premises (but not any property of any Subtenant), and such property may be stored by Master Lessor in a public warehouse or elsewhere at the sole cost and for the account of Master Lessee. If Master Lessor does not elect to store any or all of Master Lessee's property left upon or in the Leased Premises, Master Lessor may consider such property to be abandoned by Master Lessee, and Master Lessor may thereupon dispose of such property in compliance with applicable Laws. Any proceeds realized by Master Lessor on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Master Lessee's outstanding obligations to Master Lessor under this Master Lease, and any balance remaining after satisfaction of all obligations of Master Lessee under this Master Lease shall be delivered to Master Lessee.

13.3 Master Lessor Defaults and Master Lessee Remedies.

(a) Master Lessee may perform any obligation, covenant, or agreement of Master Lessor under this Master Lease if Master Lessor fails to perform or comply with any provision of this Master Lease and does not fully cure such failure within 60 days after Master Lessee's delivery to Master Lessor of written notice of such failure or, if such failure cannot be cured within such 60 day period, Master Lessor fails within such 60 day period to commence, and thereafter diligently proceed to cure such failure as soon as reasonably possible. In the event Master Lessee so performs for Master Lessor, Master Lessor shall reimburse Master Lessee for all its documented, out-of-pocket costs and expenses reasonably incurred by Master Lessee in connection therewith within 30 days of Master Lessee's written request to Master Lessor therefor.

(b) Should Master Lessor fail to pay any amounts due and owing by Master Lessor under this Master Lease as a result of the State of California's failure to timely approve and adopt a State budget, without limiting any other rights that Master Lessee may have at law or in equity, no default by Master Lessor shall be deemed to have occurred under this Master Lease, and Master Lessor will promptly pay any previously due and unpaid amounts due and owing under this Master Lease upon approval and adoption of the State budget.

ARTICLE 14.
DISPUTE RESOLUTION

14.1 Unassisted Negotiation. In the event of a dispute between the Parties relating to performance of the Parties' obligations under this Master Lease, the City of Modesto's Director of Community and Economic Development and the Assistant Director of the Administrative Office of the Courts' Office of Real Estate and Facilities Management, or their respective designees who are authorized to negotiate for and recommend settlement terms to the Party they represent, will meet to attempt to resolve the dispute. If the Parties are not able to resolve their dispute within 30 days through that unassisted negotiation, they will attempt to resolve the dispute by mediation under this section 14.1 below. In the event that the Parties are unable to resolve the dispute by mediation, the Parties will be free to pursue any and all of its rights and remedies under the Law or equity.

(a) Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 14.1 by delivering a written request for mediation (**"Mediation Request"**) to the other Party. The Mediation Request must: (1) include a brief summary of the issues in dispute; and (2) state the dates on which, as of the date of the Mediation Request, the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 days after the delivery to the other Party of the Mediation Request. Within seven days after the requesting Party's delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request (**"Mediation Response"**), which must: (i) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); and (ii) state the dates on which, as of the date of the Mediation Response, the responding Party is unavailable to attend the mediation within the 83 days immediately following the responding Party's receipt of the Mediation Request.

(b) Mutual Selection of Mediator. Within 12 days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation.

(c) Selection of Mediator by Exchanging Mediator Lists. If the Parties are not able to mutually agree upon a neutral mediator within 12 days after delivery to the requesting Party of the Mediation Response, then within 17 days after delivery to the requesting Party of the Mediation Response, each Party shall deliver to the other Party a list of five potential mediators, which list shall rank the mediator candidates in order of preference and include at least two, but not more than three, former judges who sat on the Superior Court of California, County of Stanislaus, and the remaining selections shall not include any former judges of the Superior Court of California, County of Stanislaus whatsoever. If the same mediator candidate appears on both lists, then such mediator candidate shall be deemed to be selected as the mediator. If more than one mediator

candidate appears on both lists, then the mediator shall be selected based on the priority that each such mediator candidate is specified on both lists. If there is no mediator listed on both lists, the Parties shall, within 22 days after delivery to the requesting Party of the Mediation Response, attempt in good faith to mutually agree upon a single mediator from the names on the two lists.

(d) Mediator Panel Selection. If the Parties are not able to agree upon a single mediator, then each Party, within 27 days after delivery to the requesting Party of the Mediation Response, shall select one mediator on the other Party's list of five mediator candidates, and the mediation shall be conducted by two mediators.

(e) Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator(s). The Parties and the mediator(s) must reach a written agreement regarding the mediator's compensation and expenses before the mediation is commenced.

(f) Date, Time, and Place of Mediation. In consultation with the Parties, the mediator(s) will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator(s). The mediator's or mediators' schedule permitting, mediation must be completed within 90 days after the requesting Party's delivery to the responding Party of the Mediation Request.

(g) Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator(s).

(h) Statements Before Mediation. The mediator(s) will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party (**"Premediation Statement"**) in advance of the mediation session. At the discretion of the mediator(s), the Premediation Statements or other information may be mutually exchanged by the Parties.

(i) Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statements, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements shall be confidential, for settlement purposes only, and will not

be admissible in any hearing before the mediator(s) or for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Master Lease.

ARTICLE 15.
MISCELLANEOUS PROVISIONS

15.1 Captions. The captions of this Master Lease are for convenience only and are not a part of this Master Lease, do not in any way limit or amplify the terms and provisions of this Master Lease and are not to be used to interpret or construe this Master Lease.

15.2 Interpretation. The provisions of this Master Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either Party, even if such Party drafted the provision in question. When required by the context of this Master Lease, the singular includes the plural, the plural shall include the singular, and the word "person" shall include an individual, corporation, limited liability company, partnership, firm, association, or any other entity. All references to a "section" in this Master Lease shall refer to such "section" together with any and all of its corresponding "subsections."

15.3 Modifications. This instrument contains all of the agreements, covenants, conditions, and representations made between the Parties to this Master Lease and may not be modified orally or in any other manner except by an agreement in writing signed by all of the Parties to this Master Lease.

15.4 Brokers. Master Lessor and Master Lessee each warrant and represent to the other that they have not dealt with any real estate broker, agent, or finder in connection with the negotiation and/or execution of this Master Lease. Master Lessor and Master Lessee hereby agree to and shall indemnify, defend, and hold each other harmless from any and all losses, obligations, claims, demands, actions, liabilities, damages, costs, or expenses arising out of any claims or causes of action that may be asserted against the other Party by any broker, agent, finder, or other person with whom the other Party to this Master Lease has purportedly dealt in connection with the negotiation and/or execution of this Master Lease.

15.5 Severability. The determination that any provisions of this Master Lease may be void, invalid, illegal, or unenforceable shall not impair any other provisions hereof and all such other provisions of this Master Lease shall remain in full force and effect. The unenforceability, invalidity, or illegality of any provision of this Master Lease under particular circumstances shall not render unenforceable, invalid, or illegal other provisions of this Master Lease, or the same provisions under other circumstances.

15.6 Surrender of Master Lease. Upon the Expiration Date or any termination of this Master Lease by Master Lessee under section 11.1 hereof, Master Lessee shall surrender the Leased Premises, and all Improvements located on the Leased Premises as of such date, to Master Lessor, except to the extent that such Improvements consist of Personal Property of Master Lessee and/or any Subtenant. All such Improvements shall, without compensation to Master Lessee, then become Master Lessor's property, except to the extent that such Improvements consist of Personal Property of Master Lessee and/or any Subtenant. Additionally, under section 11.1 hereof, Master Lessee shall remove its Personal Property by the Expiration Date or other early termination of this Master Lease by Master Lessee, and shall remove or store in a location other than the Leased Premises any Personal Property not removed by any Subtenants, by the Expiration Date. Pursuant to section 5.2 hereof, Master Lessee is required to have terminated all of the Subleases by the Subleases Termination Date, however, in the event that Master Lessee failed to terminate the Subleases as required under section 5.2 hereof and those Subleases have still not been terminated by the Expiration Date, Master Lessee will be responsible, for all cost and expense in evicting or otherwise removing any and all Subtenants or other occupants remaining on or in possession of the Leased Premises. The provisions of this section 15.6 shall survive the expiration or earlier termination of this Master Lease for the legally applicable statute of limitations period.

15.7 No Holding Over. Master Lessee shall have no right to hold over after the expiration or termination of this Master Lease. No act or omission by Master Lessor, other than its specific written consent, shall constitute permission for Master Lessee to continue in possession of the Leased Premises, and if such consent is given or declared to have been given by a court judgment, Master Lessor may terminate Master Lessee's holdover tenancy at any time upon 30 days' written notice. In the event of any such holdover, Master Lessee shall continue to comply with or perform all the terms and obligations of Master Lessee under this Master Lease.

15.8 Demolition/Removal of Improvements. Except as otherwise required by section 11.1(a) of this Master Lease or as provided for in the Acquisition Agreement, Master Lessee shall have no obligation to demolish and/or remove any of the Improvements on the Leased Premises, and any other demolition and/or removal of such Improvements either during or after the Lease Term shall be the sole obligation of Master Lessor at Master Lessor's sole cost and expense.

15.9 No Violations. Neither this Master Lease nor any other documents executed by Master Lessor pursuant hereto will violate any provision of any agreement, judgment, or judicial order to which Master Lessor is a party or to which Master Lessor is subject. Neither this Master Lease nor any other documents executed by Master Lessee pursuant hereto will violate any provision of any agreement, judgment, or judicial order to which Master Lessee is a party or to which Master Lessee is subject.

15.10 Notices. Any tender, delivery, notice, demand, or other communication (**"Notice"**) required or permitted under this Master Lease shall be in writing, and shall be personally delivered, sent by certified mail (with postage prepaid and return receipt requested), sent by overnight delivery service, or sent by facsimile to the address of such recipient shown in Article 1 hereof and shall be deemed delivered, given, and received upon the earlier of: (a) if personally served, the date of delivery to the person to receive such notice; (b) if given by facsimile, when sent if received by the recipient by 5:00 p.m. local time of the recipient on a business day (or, if after such time, then on the next business day), provided confirmation of the transmission is received by the sender's facsimile machine; (c) if mailed, upon actual receipt or refusal to accept delivery; or (d) if sent by overnight delivery service, within one business day after deposited with such service. Any Party may change the address specified in Article 1 by giving the other Party Notice of such new address in the manner set forth herein. Any Party's attorney may give an effective and binding Notice in accordance with this section 15.10 on behalf of such Party.

15.11 Computation of Periods. All periods of time referred to in this Master Lease shall include all Saturdays, Sundays, and City or State holidays, unless the period of time specifies "business days", in which case such period of time shall exclude Saturdays, Sundays, and City or State holidays; provided that if the date or last date to perform any act or give any Notice with respect to this Master Lease shall fall on a Saturday, Sunday, or City or State holiday, such act or Notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday, or City or State holiday. For purposes of this Master Lease, the phrase "City and State holiday" shall refer to any day on which Master Lessee and/or Master Lessor is/are closed for business.

15.12 Waiver. The waiver by Master Lessor or Master Lessee of any breach of any Master Lease term, covenant, condition, or provision shall not be deemed to be a waiver by such Party of such Master Lease term, covenant, condition, or provision or any subsequent breach of the same or any other term, covenant, condition, or provision therein contained.

15.13 Binding Effect. Subject to Article 12, this Master Lease shall be binding on and shall inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

15.14 Quiet Possession. Subject to Master Lessee's full and timely performance of all of Master Lessee's obligations under this Master Lease and subject to the terms of this Master Lease, Master Lessee shall have the quiet possession of the Leased Premises throughout the Lease Term as against any persons or entities lawfully claiming by, through, or under Master Lessor.

15.15 Force Majeure. If either Master Lessor or Master Lessee is delayed, interrupted, or prevented from performing any of its obligations under this Master Lease

(other than the payment of any amounts due from one Party to the other under this Master Lease), and such delay, interruption, or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials, or any cause outside the reasonable control of Master Lessor or Master Lessee, then the time for performance of the affected obligations of Master Lessor or Master Lessee, as the case may be, shall be extended for a period equivalent to the period of such delay, interruption, or prevention. The inability to pay money shall in no event constitute force majeure.

15.16 No Joint Venture. The Parties expressly intend not to undertake any joint venture or partnership or in any way create a relationship by which either Party may be considered an agent of the other hereby. Neither Party has the authority to create or assume in the name of the other Party or on its behalf any obligations whatsoever, nor shall either Party in any way be obligated for any liabilities or obligations of the other.

15.17 Third Parties. This Master Lease is entered into for the sole benefit of Master Lessor and Master Lessee, their respective successors and permitted assigns, and no other person or entity shall have any right of action under or rights or remedies by reason of this Master Lease.

15.18 Nonmerger. If both Master Lessor's and Master Lessee's estates in the Leased Premises or the Improvements or both become vested in the same owner, this Master Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the express election of such owner with an interest in the Leased Premises at such time.

15.19 Covenant of Further Assurances. The Parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary to carry out the purposes of this Master Lease.

15.20 Governing Law. This Master Lease shall be construed and enforced in accordance with the laws of the State of California.

15.21 Effective Date. Upon the Effective Date, the Party having possession of the fully-executed originals of this Master Lease shall promptly provide the other Party with its copies. The Effective Date of this Master Lease shall not be affected in any way by the date the signed originals of this Master Lease are delivered to all Parties.

15.22 Signature Authority. Each of the persons executing this Master Lease on behalf of each of the respective Parties certifies that he or she is authorized to do so.

15.23 Entire Agreement. This Master Lease and the Acquisition Agreement, including the Exhibits attached thereto, constitutes the entire agreement between Master Lessor and Master Lessee with respect to the leasing of the Leased Premises by Master

Lessee from Master Lessor and supersedes all prior or contemporaneous agreements, understandings, proposals, and other representations by or between Master Lessor and Master Lessee, whether written or oral, all of which are merged herein.

15.24 Memorandum of Lease. This Master Lease shall not be recorded, nor shall a memorandum of this Master Lease be recorded.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Property Acquisition Agreement (Agreement) by its City Manager and attestation by its City Clerk by Resolution No. 2014-____ adopted by the Council on _____day of _____, 2014, and the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts, has caused this Agreement to be duly executed.

MASTER LESSEE:

CITY OF MODESTO, a municipal corporation

By: _____
GREG NYHOFF
City Manager

ATTEST:

By:_____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM

ADAM O. LINDGREN
Interim City Attorney

By:_____
RICHARD B. EVANS
Senior Deputy City Attorney

APPROVED AS TO RISK MANAGEMENT FORM

By:_____
MARY AKIN, Risk Manager

AUTHORIZED:

STATE OF CALIFORNIA
State Public Works Board

By: _____

MASTER LESSOR:

STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Name: Steven Jahr
Title: Administrative Director of the Courts
Date: _____

APPROVED AS TO FORM:
Administrative Office of the Courts,
Legal Services Office

By: _____
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: _____

Date: _____

Jerry Leong
Assistant Administrative Secretary

EXHIBIT "A"

DESCRIPTION OF LAND

(TO BE ATTACHED)

EXHIBIT "B"

LIST OF EXISTING LEASES

(1) One written lease (i.e. Gervasoni's restaurant) and one verbal lease (i.e. e-cigarette business) relating to the property located at 706 9th Street, Modesto, CA (multiple tenants)

(2) 26 leases relating to the property located at 900 H Street (7 written office leases and 19 verbal storage units leases), Modesto, CA

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-149

Print

RESOLUTION APPROVING THE CREATION OF A MULTI-YEAR OPERATING BUDGET IN FISCAL YEAR 2013-2014 FOR THE COURTHOUSE PROJECT AND AMENDING THE FISCAL YEAR 2013-2014 MULTI-YEAR BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES IN THE AMOUNT OF $330,000

WHEREAS, the Administrative Office of the Courts (AOC) desires to develop a new courthouse for the Superior Court of Stanislaus County, and

WHEREAS, the City has assisted the State of California (State)/AOC in the acquisition process including the negotiation of price, terms and conditions of the purchase of the 10th Street Site property, and

WHEREAS, the State/AOC must acquire all parcels of the site in order to proceed with the project, and

WHEREAS, the proposed transaction calls for (i) the City to acquire, by negotiated purchase, each of the six (6) private parcels with title conveyed to the City by grant deeds; (ii) the City will sell the eleven (11) total parcels to the State/AOC with the title conveyed to the State/AOC by grant deed; and (iii) the City will conditionally vacate the public alley at the 10th Street Site, and

WHEREAS, all lease revenues, associated property management expenses, as well as the cost of the utility removal and any other related operating transactions will be processed in this budget, and

WHEREAS, at the termination of the lease agreement with the State/AOC, the remaining and unused funds will be transferred to the General Fund,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby creates a multi-year operating budget in Fiscal Year 2013-2014 for the

Courthouse Project and amends the Fiscal Year 2013-2014 Multi-Year Budget to appropriate revenues and expenditures in the amount of $330,000.

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 special meeting of the Council of the City of Modesto held on the 15th day of April, 2014, by Councilmember Madrigal, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-150

Print

RESOLUTION FINDING THAT THE FOLLOWING PROJECTS ARE WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH#2007072023): CALTRANS SECTION 130 GRADE CROSSING IMPROVEMENTS AT SEVENTH & B STREETS; CML 5059(176) – RIGHT TURN LANE AT BANGS AVENUE TO PRESCOTT ROAD; CML 5059 (184) – OAKDALE ROAD & SYLVAN AVENUE INTERSECTION IMPROVEMENTS; CML 5059 (186) – RIGHT TURN LANE SOUTHBOUND MCHENRY AVENUE TO WESTBOUND BRIGGSMORE AVENUE; AND CML 5059 (187) – RIGHT TURN LANE SOUTHBOUND PRESCOTT ROAD AT PLAZA PARKWAY (CITY OF MODESTO)

WHEREAS, on October, 14, 2008, the City Council, by Resolution No. 2008-582 certified the Modesto Urban Area General Plan Master Environmental Impact Report (Master EIR) (SCH No. 2007072023), and

WHEREAS, the Caltrans Section 130 Grade Crossing Improvements at Seventh & B Streets, including railroad and City signal upgrades and sidewalk improvements for the safety of vehicles and pedestrians , and

WHEREAS, the City of Modesto has proposed the CML 5059 (176) – Right Turn Lane at Bangs Avenue to Prescott Road project, which will construct street improvements to assist in reducing the delay for vehicles intending to make a right turn onto Prescott Road, and

WHEREAS, the City of Modesto has proposed the CML 5059 (184) – Oakdale Road & Sylvan Avenue Intersection Improvements project, which will construct a right turn lane and two bus turnouts to assist in reducing the delay of vehicles turning right onto Oakdale Road and vehicles having to stop for temporarily parked buses loading and unloading passengers, and

WHEREAS, the City of Modesto has proposed the CML 5059 (186) – Right Turn Lane Southbound McHenry Avenue to Westbound Briggsmore Avenue project, which will construct street improvements to assist in reducing the delay for vehicles intending to make a right turn onto Briggsmore Avenue, and

WHEREAS, the City of Modesto has proposed the CML 5059 (187) – Right Turn Lane Southbound Prescott Road at Plaza Parkway project, which will construct street improvements to assist in reducing the delay for vehicles intending to make a right turn onto Plaza Parkway, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department has prepared an Environmental Assessment Initial Study EA/C&ED No. 2014-09 ("Initial Study"), which analyzed whether the subsequent projects may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent projects were described in the Master EIR as being within its scope, and

WHEREAS, in accordance with CEQA guidelines, beginning on April 4, 2014, the City caused to be published a 20-day notice of the City's intent to make a finding that the proposed projects conform with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a regular meeting on May 6, 2014, at 5:30 p.m., in the Tenth Street Place Chambers, 1010 Tenth Street, Modesto, California.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it has reviewed and considered the Initial Study prepared for the proposed Projects, 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. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent projects 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 its scope.

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

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

4. The subsequent projects are 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 projects or otherwise made conditions of approval of the subsequent projects.

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 Director of Community & Economic Development Department is hereby authorized and directed to 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Exhibit "A"

INITIAL STUDY
EA/C&ED No. 2014-09

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist EA/C&ED No. 2014-09

For Proposed: Caltrans Section 130 Grade Crossing Improvements at Seventh & B Streets; CML 5059 (176) – Right Turn Lane at Bangs Avenue to Prescott Road; CML 5059 (184) – Oakdale Road & Sylvan Avenue Intersection Improvements; CML 5059 (186) – Right Turn Lane Southbound McHenry Avenue to Westbound Briggsmore Avenue; and CML 5059 (187) – Right Turn Lane Southbound Prescott Road at Plaza Parkway.

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

March 31, 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 proposed project (construction of four right turn lanes) 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: Caltrans Section 130 Grade Crossing Improvements at Seventh & B Streets; CML 5059 (176) – Right Turn Lane at Bangs Avenue to Prescott Road; CML 5059 (184) – Oakdale Road & Sylvan Avenue Intersection Improvements; CML 5059 (186) – Right Turn Lane Southbound McHenry Avenue to Westbound Briggsmore Avenue; and CML 5059 (187) – Right Turn Lane Southbound Prescott Road at Plaza Parkway.

B. Address or Location: (Described under "Title," above.)

C. Applicant: City of Modesto

D. City Contact: Brad Wall, AICP
Department: Community and Economic Development
Phone Number: 209.577.5273
E-mail address: bwall@modestogov.com

E. Current General Plan Designation(s): N/A

F. Current Zoning Classification(s): N/A

G. Surrounding Land Uses: N/A

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 projects include utilities relocation and street construction to add a dedicated right turn lane at Bangs Avenue/Prescott Road, McHenry Avenue/Briggsmore Avenue, and Prescott Road/Plaza Way intersections. In addition to a dedicated right turn lane, two bus turnouts will be constructed at the Oakdale Road & Sylvan Avenue intersection. Curb, gutter and sidewalk improvements will be constructed in the vicinity of the intersection of Seventh & B Streets, in conjunction with modifications to the existing traffic signal and other miscellaneous intersection improvements. This project is included in Section II.C. #9 – Capital Improvement Projects. The attached exhibits show the proposed street improvements.

I. Other Public Agencies Whose Approval is Required: CalTrans

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, which 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.

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.

_____	Principal Planner	March 31, 2014
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 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 those shown in Section V, below (see page 35) 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	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 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).	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
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, and the Bicycle Action Plan.	☐	☐	☐	☒
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 Master EIR.	☐	☐	☐	☒

Discussion:

(1-4) The proposed street improvements are consistent with the roadway designations anticipated in the MIER as well as adopted transportation plans. The project would result in improved LOS, and improved emergency response times, at the project intersections.

(5) The proposed project would not result in the need for additional parking per the City of Modesto Parking regulations.

(6) The proposed project has been reviewed by Planning and Engineering staff and would not conflict with any adopted plans for alternative transportation.

(7) The proposed project would not result in an increase in energy consumption in excess of what was considered in the 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 those shown in Section V, below (see page 35) 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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☐	☒

Discussion:

(1, 4) The proposed project improvements are not in themselves significant contributors to air pollution levels and therefore the primary source of air pollution associated with the project would be traffic related. The proposed right turn lanes would reduce vehicle idling time at the subject intersections, thereby resulting in reduced pollutant emissions. Since the traffic impacts are within the scope of the MEIR, so are the traffic-related air quality impacts. The PM_{10} emissions created through construction activities would be mitigated as called for by the MEIR with the mitigation measures shown in Section V., below.

(2) This project incorporates the best management practices for PM_{10} reduction established by the SJVUAPD (see mitigation measures in Section V).

(3) Applicable General Plan policies would be applied to the project. Therefore, project-specific effects would be less than significant for this impact (see mitigation measures in Section V).

(5) The proposed project would not produce objectionable odors.

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 (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-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 is 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:
(1-4) The proposed project is consistent with the General Plan and MEIR Transportation and Circulation-related programs, plans, and policies. The noise analyses are based on future buildout of the City, including the roadway network.

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 Urban Area General Plan 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:
(1-4) The proposed street improvements would occur in urbanized locations, and would not have any impacts to agricultural lands.

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:

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:

	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:
The proposed street improvements would have no effect related to water supply.

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 (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:

	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 water supply 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 proposed street improvements would have no effect related to wastewater systems.

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 (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-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 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 plan.	☐	☐	☐	☒

Discussion:
The proposed minor street improvements, which would occur at existing urban intersection locations, will have no impact to biological resources.

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 (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:

	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 proposed minor street improvements, which would occur at existing urban intersection locations, would have no impact to archaeological or historic 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 (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-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:
The proposed project would result in some additional pavement at the locations where road construction will occur. However, the resulting street improvements would be consistent with the General Plan and MEIR, and any increased runoff resulting from the increased impervious surface coverage would be insignificant.

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 (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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
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 General Plan implementation.	☐	☐	☐	☒

Discussion:
The proposed street improvements would have no effect related to flooding or water quality.

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 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:

	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:
The proposed street improvements would not affect demand for parks and/or open space.

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 (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:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation	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:
The proposed street improvements would have no effect 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:

	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 General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the 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 proposed street improvements would have no effect related to demand for police services.

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:

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:

	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 proposed street improvements would have no effect related to demand for fire 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:
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:

	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:
The proposed street improvements would have no effect 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-16-13 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:

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:

	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:
The proposed street improvements would have no effect related to generation of hazardous materials.

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:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
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.	☐	☐	☐	☒

Discussion:
The proposed street improvements would have no effect related to geology, soils or mineral resources.

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 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:

	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 street improvements would have no effect related to energy consumption.

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:

	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 street improvements would have no effect related to visual resources.

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 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:

	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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:
The proposed street improvements would have no effect related to land use and planning.

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:

	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 MEIR addressed potential climate change impacts due to development and other activities associated with the General Plan. The MEIR determined that buildout of the General Plan would make a cumulatively considerable contribution to global climate change. The General Plan 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 General Plan 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 General Plan buildout outweighed the City's increased contribution to global climate change.

The proposed street improvements are consistent with those anticipated in the MEIR and are therefore consistent with climate change policies included in the General Plan and MEIR.

(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 construction activities. The CO_2 emissions generated from the project would also be in substantial conformance with that which was assumed under the General Plan MEIR analysis.

(3) A Sustainable Communities Strategy has not yet been implemented by the ARB. 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

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, which are listed below, have been applied to the project.

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 PM_{10} 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 wind speed, an owner / operator must comply with the Regulation VIII 20 percent (20%) opacity limitation.

AQ-56: Limit the area subject to excavation, grading and other construction activity at any one time.

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-151

RESOLUTION APPROVING THE PLANS, NOTICE TO BIDDERS, BID FORM AND SPECIAL PROVISIONS FOR THE PROJECT TITLED, "CONSTRUCTION OF RIGHT TURN LANE STREET IMPROVEMENTS AT EASTBOUND BANGS AVENUE TO SOUTHBOUND PRESCOTT ROAD", ACCEPTING THE BID, AND APPROVING A CONTRACT WITH BRENEMAN, INC. OF WALNUT CREEK CA, IN THE AMOUNT OF $183,152.50; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, plans, notice to bidders, bid form and special provisions have been prepared for the Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road project were opened at 11 a.m. on March 18, 2014, and later tabulated by the Director of Community & Economic Development for the consideration of the Council, and

WHEREAS, the Director of Community & Economic Development Department has recommended that the bid of $183,152.50 received from Breneman, Inc. of Walnut Creek , CA be accepted as the lowest responsible bid and the contract be awarded to Breneman, Inc. of Walnut Creek, CA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans, notice to bidders, bid form and special provisions for the Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road project, accepts the bid from Breneman, Inc. of Walnut Creek , CA in the amount of $183,152.50, and awards Breneman, Inc. of Walnut Creek , CA the contract

for the Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road project.

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

The forgoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-152

RESOLUTION APPROVING THE PLANS, NOTICE TO BIDDERS, BID FORM AND SPECIAL PROVISIONS FOR THE PROJECT TITLED, "INTERSECTION IMPROVEMENTS AT 7TH STREET AND B STREET", ACCEPTING THE BID, AND APPROVING A CONTRACT WITH COLLINS ELECTRICAL COMPANY, INC. OF MODESTO, CA, IN THE AMOUNT OF $314,600; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, plans, notice to bidders, bid form and special provisions have been prepared for the Intersection Improvements at 7th Street and B Street project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Intersection Improvements at 7th Street and B Street project were opened at 11 a.m. on March 25, 2014, and later tabulated by the Director of Community & Economic Development for the consideration of the Council, and

WHEREAS, the Director of Community & Economic Development Department has recommended that the bid of $314,600 received from Collins Electrical Company, Inc. of Modesto, CA be accepted as the lowest responsible bid and the contract be awarded to Collins Electrical Company, Inc. of Modesto, CA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans, notice to bidders, bid form and special provisions for the Improvements at 7th Street and B Street project, accepts the bid from Collins Electrical Company, Inc. of Modesto, CA in the amount of $314,600, and awards Collins Electrical Company, Inc. of Modesto, CA the contract for the Improvements at 7th Street and B Street 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-153

Print

A 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 THE PROPOSED ASSESSMENTS TO BE HELD ON JUNE 24, 2014

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 2014-15.

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 24th day of June, 2014, 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-154

Print

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 JUNE 24, 2014, 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 2014-2015.

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 24th day of June, 2014, 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-155

Print

A 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 JUNE 24, 2014

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 2014-15.

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 24th day of June, 2014, 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-156

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 May, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

FINANCE DEPARTMENT

A budget adjustment is necessary to transfer funds in the amount of $760,195 from General Fund Reserves to General Fund Non-Departmental for Legal Services expense related to the settlement agreement with Bank of America. This adjustment has a net zero effect to the General Fund as the General Fund received a $2 million settlement and netted $1,239,805.89 per the agreement.

PARKS, RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to recognize $63,228 in unbudgeted Special Service revenue in the After School Programs Cost Center and reallocate to Salary Adjustment Increase, in addition to $60,000 of in-kind expense to be paid by the City of Modesto per the agreement with Modesto City Schools.

A budget adjustment is necessary to establish a $30,250 transfer from Fund 3130, Parks Fund, to Fund 3140, Capital Grants CIP Projects Fund, and recognize $27,750 of unbudgeted revenue in the Capital Grants CIP Projects Fund to provide funding for the design and installation for Monterosso Shade Structure.

PUBLIC WORKS

A budget adjustment is necessary to transfer $80,000 from Wastewater Fund Reserves, Fund 4210, to the Sewer Lateral Cost Sharing Program Cost Center to account for projected costs through the end of Fiscal Year 2014.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-157

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) JOHN DEERE FRONT LOADERS FOR THE PUBLIC WORKS DEPARTMENT, STREETS DIVISION AND PARKS, RECREATION, AND NEIGHBORHOODS DEPARTMENT, SOLID WASTE DIVISION, THROUGH THE FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) TO PAPE MACHINERY, FRENCH CAMP, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $256,283

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) John Deere Loaders are included in the FY 13/14 new vehicles and equipment list authorized by the City Manager, and

WHEREAS, the Streets Division utilizes the front loader for road maintenance and repair and the Solid Waste Division uses the front loader for pruned refuse collection, and

WHEREAS, this equipment is replacing two (2) front loaders that are at the end of their useful life. The front loaders 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, went through a competitive bid process for the purchase of John Deere construction products and issued contract #4-08-23-022A. The most responsive and responsible bidder that met the bid specifications was Pape Machinery, French Camp, CA. Pape Machinery was

awarded the California Multiple Award Schedules (CMAS) contract #4-08-23-0022A for John Deere construction products and is extending the CMAS 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 "accessing the terms" of the State of California CMAS contract is an efficient and effective way to purchase the two (2) John Deere front loaders, 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 the two (2) John Deere front loaders by "accessing the terms" of the State of California CMAS contract with Pape Machinery, French Camp, CA, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds are budgeted in Fiscal Year 13/14, 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 two (2) John Deere front loaders for the Public Works Department, Streets Division and Parks, Recreation, and Neighborhoods Department, Solid Waste Division, through the Fleet Services Division, by "accessing the terms" of a competitively bid contract with the State of California, Department of General Services, California Multiple Award Schedules (CMAS) to Pape Machinery, French Camp, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $256,283.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-158

RESOLUTION AUTHORIZING THE PURCHASE OF NINE (9) POLARIS RANGER ELECTRIC VEHICLES (EV) FOR VARIOUS DEPARTMENTS THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) TO POLARIS SALES, INC., MEDINA, MN AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $117,312

WHEREAS, On August 13, 2013, Resolution 2013-300 approved Fleet's submittal to the SJVAPD of a New Alternative Fuel Vehicle grant application requesting funding for the purchase of new alternative fuel vehicles. The resolution also authorized the City Manager, or his designee, to execute all necessary grant-related documents, and enter into an agreement to receive grant funds (if awarded) on behalf of the City of Modesto, and

WHEREAS, On April 2, 2014, the SJVAPCD executed a funding agreement, Project Number C-26584-A, with the City of Modesto for a total grant reimbursement not to exceed $100,000 for the purchase of nine (9) new Polaris Ranger EVs, and

WHEREAS, the following Divisions will receive the replacement units: three (3) units, Wastewater Treatment Plant, five (5) units, Parks, Recreation and Neighborhoods Divisions, one unit, Fleet Division. These vehicles are typically used by employees to transport tools, parts and maintenance equipment needed to complete their daily tasks, 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. The Polaris Ranger EVs are replacements and they are included in the vehicles and equipment list authorized by the City Manager, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy construction equipment and issued contract #090512-PSI. The most responsive and responsible bidder that met the bid specifications was Polaris Sales, Inc., and they are extending the NJPA discount to the City of Modesto, and

WHEREAS, Polaris Sales, Inc. is working with the local vendor as a sub-contractor to perform set-up and delivery of the Ranger EV's. Polaris will work directly with the local vendor, Stanislaus Implement, to address any reimbursement for the award directly to Polaris Sales, Inc. Taking advantage of this process and awarding a contract by "accessing the terms" of the NJPA contract is an efficient and effective way to purchase the Polaris EV Rangers, 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 the nine (9) Polaris EV Rangers, by "accessing the terms" of the NJPA contract with Polaris Sales, Inc., Medina, MN will conform to MMC Section 8-3.204(d), and

WHEREAS, the total estimated cost of the nine (9) Polaris Ranger Electric Vehicles is $117,312. This purchase will be funded with approximately $100,000 in grant funding from the San Joaquin Valley Air Pollution Control District. Multi-Year project 100821 will be amended as shown in **Exhibit** A. The balance will be funded with Fleet Replacement funds in the amount of $17,312. Sufficient Fleet Replacement funds are budgeted in Fiscal Year 2013-14, 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 nine (9) Polaris EV Rangers for various departments through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the National Joint Powers Alliance (NJPA) to Polaris Sales, Inc., Medina, MN.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $117,312.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Request for Budget Adjustment
(Projects and Grants)

Form SOC-PG13

Contact Person: Sara Guardado
Telephone: 577-5479
Submitting Department: Finance

Council Action Date:
Resolution Number:
Date Submitted by Dept:

Project Name: SJVAPCD Polaris Rangers
Project Fund: 5409

Fiscal Year being Adjusted: 2013-14

FY	-	Fund	-	Cost Center	-	Account	-	Project	Current Budget	Increase/ (Decrease)	Revised Budget	Description of Account
Revenues												
FROM												
	-		-		-		-				$0	
13	-		-		-		-		$0	$0	$0	
TO												
	-		-		-		-				$0	
MY	-	5409	-	59998	-	42440	-	100821	$0	$100,000	$100,000	Intergov-Local-San Joaquin Valley Air Pollution Control District
	-		-		-		-				$0	
	-		-		-		-				$0	

FY	-	Project	-	Task	-	Expenditure Type	Current Budget	Increase/ (Decrease)	Revised Budget	Project Organization
Expenses										
FROM										
	-		-		-				$0	
	-		-		-					
	-		-		-				$0	
	-		-		-				$0	
TO										
	-		-		-				$0	
MY	-	100821	-	APPR C	-	Vehicles > $5,000	$0	$100,000	$100,000	Vehicles > $5,000
	-		-		-				$0	
	-		-		-				$0	

Justification for Budget Adjustment

To establish the budget for the San Joaquin Valley Air Pollution Control District grant that will allow Fleet Services $100,000 towards the purchase of 9 zero emission vehicles.

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: _____ _____ Completed By: _____

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-159

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013/2014 FLEET DIVISION MULTI-YEAR BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF APPROXIMATELY $100,000 FOR A GRANT RECEIVED FROM SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICTS (SJVAPCD) TO PURCHASE ZERO EMISSION VEHICLES

WHEREAS, on August 13, 2013 the Council approved the City Manager, or his designee, to submit a grant application to the San Joaquin Valley Air Pollution Control District for New Alternative Fuel Vehicle Purchase, and to execute all grant-related documents, and

WHEREAS, on April 2, 2014, the City of Modesto received notification that it was awarded approximately $100,000 towards the purchase of nine new Zero Emission Vehicles, and

WHEREAS, this grant will result in increased grant revenue of approximately $100,000 to the City,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2013/14 Fleet Division Multi-Year budget is hereby amended as indicated on the 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 City Council of the City of Modesto held on the 6th day of May, 2014 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

Request for Budget Adjustment
(Projects and Grants)

Form SOC-PG13

Contact Person: Sara Guardado
Telephone: 577-5479
Submitting Department: Finance

Council Action Date:
Resolution Number:
Date Submitted by Dept:

Project Name: SJVAPCD Polaris Rangers
Project Fund: 5409

Fiscal Year being Adjusted: 2013-14

FY	-	Fund	-	Cost Center	-	Account	-	Project	Current Budget	Increase/ (Decrease)	Revised Budget	Description of Account
Revenues												
FROM												
	-		-		-		-				$0	
13	-		-		-		-		$0	$0	$0	
TO												
	-		-		-		-				$0	
MY	-	5409	-	59998	-	42440	-	100821	$0	$100,000	$100,000	Intergov-Local-San Joaquin Valley Air Pollution Control District
	-		-		-		-				$0	
	-		-		-		-				$0	

FY	-	Project	-	Task	-	Expenditure Type	Current Budget	Increase/ (Decrease)	Revised Budget	Project Organization
Expenses										
FROM										
	-		-		-				$0	
	-		-		-					
	-		-		-				$0	
	-		-		-				$0	
TO										
	-		-		-				$0	
MY	-	100821	-	APPR C	-	Vehicles > $5,000	$0	$100,000	$100,000	Vehicles > $5,000
	-		-		-				$0	
	-		-		-				$0	

Justification for Budget Adjustment

To establish the budget for the San Joaquin Valley Air Pollution Control District grant that will allow Fleet Services $100,000 towards the purchase of 9 zero emission vehicles.

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: _____ _____ Completed By: _____

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-160

RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) FORD EXPLORERS FOR THE MODESTO POLICE DEPARTMENT THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) TO DOWNTOWN FORD, SACRAMENTO, CA AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $76,356

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 Explorers replace three (3) vehicles and are included in the vehicles and equipment list authorized by the City Manager, and

WHEREAS, these vehicles are replacement investigation SUV's for the Police Department. These vehicles 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 went through a competitive proposal process for the purchase of vehicles and trucks and issued contract #1-14-23-23 A-G to various vendors per vehicle and truck categories. The vendors were awarded by line item based on the highest score per line item. Local government agencies may purchase any vehicles on contract regardless of ranking per line item, Downtown Ford was ranked #2 for Ford Explorers and provides the lowest price to the City by extending the State discount to the City, and

WHEREAS, the Purchasing Division issued a Request for Quote to the local vendor. The local vendor responded and could not provide competitive pricing. Taking

advantage of this process and awarding a contract by "accessing the terms" of the State of California CMAS contract 1-14-23-23 A-G, is an efficient and effective way to purchase the three (3) Ford Explorers, 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 three (3) Ford Explorers by "accessing the terms" of the State of California CMAS contract with Downtown Ford, Sacramento, CA, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds are budgeted in Fiscal Year 13/14, 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 three (3) Ford Explorers for the Modesto Police Department through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the State of California,

Department of General Services, California Multiple Award Schedules (CMAS) to Downtown Ford, Sacramento, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $76,356.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-161

Print

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR ON-CALL ENGINEERING WITH CAROLLO ENGINEERS FROM THE CURRENT $132,000 TO $282,000 FOR AN ELECTRONIC OPERATIONS AND MAINTENANCE MANUAL

WHEREAS, by Resolution 2010-325, Council approved an agreement with Carollo Engineers for On-Call Engineering Services for a one-year agreement with three one-year extension options in an amount not to exceed $132,000 per year, and

WHEREAS, staff would like to make an amendment by adding an additional $50,000 to this agreement, increasing the annual amount to $182,000 for Carollo to complete an Electric Operations and Maintenance Manual (EO&M) for the Sutter and Jennings Treatment Plants in the amount of $159,824, and

WHEREAS, our National Pollutant Discharge Elimination System (NPDES) Permit requires us to review and update our Operations and Maintenance Manual (O&M) annually, and

WHEREAS, currently each facility has a hard copy O&M Manual created to document technical information regarding operations of the plant and existing O&M manuals for the Wastewater Facilities date back to 1976 and lack modifications, new equipment and process changes, and

WHEREAS, information for installations constructed after 1976 are dispersed, incomplete, and exist in different information formats which are only available in hard copy, and

WHEREAS, to updated and consolidate these inconsistencies and put all documentation in one location, the EO&M is the chosen alternative to the traditional, paper-based documentation, and

WHEREAS, this "user friendly" system allows timely access to required O&M related information and contains facility, equipment and control descriptions, operating procedures, design criteria, alarm response, and other reference information to operate, maintain and troubleshoot the facilities, and

WHEREAS, Carollo Engineers is the contractor for Phase 2 Tertiary and as part of their contract for work on Phase 1 & 2 of the Tertiary System, Task 9 has them preparing an EO&M Manual that includes all of the components for Phase 1 & 2 Tertiary, and

WHEREAS, in order to have conformity and ensure consistency in the computer files for the EO&M, we will be having Carollo Engineers perform the task of creating an EO&M for existing facilities at Sutter and Jennings under the current On-Call Engineering Agreement, and

WHEREAS, our staff, Carollo and the IT Department will work together to complete this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an amendment to the Agreement for On-Call Engineering Services with Carollo Engineers from the current $132,000 to $182,000

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-162

RESOLUTION APPROVING THE TRANSFER OF $50,000 FROM OPERATING COST CENTER 4210-54312-53300 PLANT OPERATIONS, SERVICES – PROFESSIONAL AND OTHER TO CIP 100369 ON-CALL ENGINEERING

WHEREAS, a budget adjustment transferring funds in the amount of $50,000 from Operating Cost Center 4210-54312-53300 Plant Operations, Services – Professional and Other to CIP 100369 On-Call Engineering to fund the amendment to the Agreement with Carollo Engineers.

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 $50,000 from Operating Cost Center 4210-54312-53300 Plant Operations, Services – Professional and Other to CIP 100369 On-Call Engineering to fund the amendment to the Agreement with Carollo Engineers.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-163

RESOLUTION APPROVING AN AGREEMENT WITH HYDROSCIENCE ENGINEERS, INC. FOR PRELIMINARY DESIGN REPORT FOR WELL 299 ARSENIC TREATMENT PROJECT IN AN AMOUNT NOT TO EXCEED $43,315 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $4,332 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $47,647, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, Well 299, located at 5600 Pirrone Road in Salida, was constructed in 1990 with a design well production of 1,200 gallons per minute (gpm), and

WHEREAS, Well 299 is considered a major production well, and is an important part of the City's water system serving the Salida area, and

WHEREAS, available analytical data indicates arsenic to be present in Well 299 in concentrations ranging near or above the current arsenic Maximum Contaminant Level (MCL), and

WHEREAS, nitrate is also present in Well 299 in concentrations below the current MCL, but nitrate concentrations are expected to increase in the future based on data from nearby wells, and

WHEREAS, in 2008/2009, the City conducted pilot testing of arsenic removal using selected filter media combined with pH adjustment, and

WHEREAS, in addition to arsenic, vanadium and uranium were noted to accumulate on the media, raising disposal concerns, and

WHEREAS, using the information from the previous pilot testing, staff has performed some conceptual analysis of potential treatment systems, and

WHEREAS, however, additional efforts will be necessary to fully evaluate alternatives prior to moving forward with final design and construction, and

WHEREAS, in accordance with the Public Works Department's Major Scope Policy approved on September 26, 2006, all projects exceeding $1,000,000 are required to have a Preliminary Design Report (PDR) prepared at the 35% design level, and

WHEREAS, the PDR evaluates design options and provides a summary of the recommended project scope and estimated construction costs, and

WHEREAS, the PDR is presented to Council for acceptance and subsequently followed with a request for approval to proceed with the final design, and

WHEREAS, the level of effort anticipated to identify and evaluate available treatment alternatives and prepare the PDR for this project is beyond the availability of current staffing, and

WHEREAS, therefore, considering the expertise needed and current staffing workload, staff is recommending the use of an engineering consultant to complete the PDR, and

WHEREAS, on September 3, 2013, by Resolution 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Water CIP projects, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, UP&P staff issued a Request for Proposal (RFP) to the prequalified list of five firms for Engineering Design Services for Water projects, and

WHEREAS, one proposal was received on February 24, 2014, and was reviewed by a selection committee that consisted of the City's Public Works and UP&P staff, and

WHEREAS, the proposal cost and scope were reviewed and determined to be reasonable, and

WHEREAS, the selection committee determined that HydroScience Engineers, Inc., was deemed to be responsive and qualified to prepare the PDR for the Well 299 Arsenic Treatment project, and

WHEREAS, the scope of services to be provided under this agreement includes: 1) Identification of available technology treatment alternatives; 2) Develop screening to identify feasible alternatives; 3) Evaluation of feasible alternatives to select a preferred, best-value alternative; and 4) Completion of 35% design (plans and estimated construction costs) for the selected alternative, and

WHEREAS, given the high priority for maintaining Well 299 as a reliable groundwater source, staff recommends approval of an agreement with HydroScience to prepare the PDR for the Well 299 Arsenic Treatment project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with HydroScience Engineers, Inc. for Preliminary Design Report for Well 299 Arsenic Treatment project in an amount not to exceed $43,315 for the identified scope of services, plus $4,332 for additional services (if needed), for a maximum total amount of $47,647.

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 special meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-164

Print

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR DESIGN SUPPORT DURING CONSTRUCTION FOR SUTTER TREATMENT PLANT IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $148,651 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $14,865 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $163,516, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on April 8, 2014, by Resolution No. 2014-130, the City Council approved the award of the Sutter Treatment Plant Improvements project, and

WHEREAS, the scope of work for this project includes corrosion repairs and installation of OSHA-compliant improvements to the anaerobic digesters, as well as replacement of the grit piping system at the grit chambers, and

WHEREAS, the cost of the construction contract is $1,977,000, and

WHEREAS, Carollo Engineers, Inc. (Carollo) is the design engineering consultant for the Sutter Treatment Plant Improvements project, and

WHEREAS, due to the size and complexity of the project, engineering support during construction (ESDC) by Carollo is necessary during construction, and

WHEREAS, the scope of services to be provided under the ESDC agreement includes: 1) Technical oversight of project activity, including review of submittals and shop drawings; 2) Review and response to Requests for Information and change order requests; 3) As-needed technical observation of construction activities; and 4) Observation and inspection of digester coating activities, and

WHEREAS, these support services will promote timely and successful construction of the facilities, while also reducing risk to the City, and

WHEREAS, therefore, staff recommends approving the agreement with Carollo Engineers, Inc. for Design Support During Construction for the Sutter Treatment Plant Improvements project.

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 Support During Construction for Sutter Treatment Plant Improvements project in an amount not to exceed $148,651 for the identified scope of services, plus $14,865 for additional services (if needed), for a maximum total amount of $163,516.

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 special meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-165

Print

RESOLUTION APPROVING A LICENSE AGREEMENT WITH MODESTO IRRIGATION DISTRICT FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRESSURE REGULATING VALVES ON THE DOMESTIC WATER TRANSMISSION MAIN LOCATED ON MID PROPERTY, FOR THE DOWNSTREAM WATER SYSTEM IMPROVEMENTS TIER 2 PRESSURE REGULATING VALVES PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS REQUIRED

WHEREAS, the City of Modesto continues to improve the overall quality, quantity and efficiency of the drinking water service to its users, and

WHEREAS, the improvements in this project include installing special pressure regulating valves (PRVs) throughout the City, and

WHEREAS, these valves are part of the City's Downstream Water System Improvements as a result of increased capacity from the Modesto Regional Water Treatment Plant expansion, and will be used to control the flow of treated surface water to the City's distribution system, and

WHEREAS, the Downstream Water System Improvements Tier 2 Pressure Regulating Valves (Tier 2) project will install twelve additional valve stations in various locations in the City, and

WHEREAS, six of these valve locations are within existing rights-of-way owned by the Modesto Irrigation District (MID), and

WHEREAS, a standard License Agreement with MID will provide permission from MID to use portions of its right-of-way to construct and maintain PRVs in these locations, and

WHEREAS, City staff worked with MID to determine optimal placement of the valve stations in order to meet the operational needs of the City, as well as MID, and

WHEREAS, given the need to move forward with construction of the Tier 2 PRVs project, City staff recommends approval of the MID License Agreement,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a License Agreement with Modesto Irrigation District for the purpose of installing and maintaining pressure regulating valves on the domestic water transmission main located on MID property, for the Downstream Water System Improvements Tier 2 Pressure Regulating Valves project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the License Agreement and all related documents required.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-166

Print

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR THE SUTTER TREATMENT FACILITY FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $199,222 TO COMPLETE THE IDENTIFIED SCOPE OF SERVICES, PLUS $19,922 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $219,144, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City operates and provides primary, secondary, and some tertiary wastewater treatment for its sewer customers at two separate wastewater treatment plant sites, and

WHEREAS, the Sutter Treatment Facilities are located at the Sutter Plant next to the Tuolumne River; the Secondary/Tertiary Treatment Facilities are at the Jennings Plant next to the San Joaquin River, and

WHEREAS, primary effluent from the Sutter Treatment Facility is pumped through a 6.5 mile long pipeline to the Secondary/Tertiary Treatment Facility for additional processing prior to discharge, and

WHEREAS, the City is currently permitted to: (1) seasonal discharge secondary treated effluent into the San Joaquin River from October through May (when it is possible to meet a 20:1 dilution factor), and (2) apply both secondary-treated effluent and food cannery process water (typically from July through September) to the City's 2,500 acre ranch land for irrigation purposes, and

WHEREAS, an expansion of the existing Tertiary Treatment Facilities is currently under construction, which will allow for year-around discharge into the San Joaquin River for the tertiary-treated portion of the City's total wastewater flows, and

WHEREAS, the main purpose for conducting this study is to evaluate the viability of the Sutter Treatment Facilities remaining at the Sutter site because most all of the facilities have recently been determined to be within the updated 100-year flood plain of the Tuolumne River, and

WHEREAS, a provision of the City's National Pollutant Discharge Elimination System (NPDES) permit states that certain 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, repeated flooding potential is a great concern, as demonstrated by two major floods of the Sutter Plant; one in 1957, and the most recent in 1997, where the entire site was inundated and staff had to abandon and shut down the plant for about two weeks, and

WHEREAS, undertaking this investigation at this time is important in order to avoid the unnecessary spending of millions of dollars rehabilitating and retrofitting existing facility deficiencies (e.g., constructing a new anaerobic digester will cost approximately $12 to $15 million, which is currently on hold) if moving the facilities is determined to be the most feasible and beneficial solution for future and continued operation of the primary treatment facilities, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, UP&P staff solicited and formally advertised Requests for Qualifications (RFQs)/Requests for Proposals (RFPs) for Consulting Services to conduct the Sutter Treatment Facility Feasibility Study, and

WHEREAS, seven (7) Statements of Qualifications were received, five (5) of which were requested to provide proposals, and

WHEREAS, four (4) proposals were received on August 30, 2013, and were reviewed by a selection committee that consisted of the City's Public Works and UP&P staff, and

WHEREAS, subsequently, consultant interviews were held on September 17, 2013, and

WHEREAS, after the interviews and discussion, the selection committee determined that Carollo was the most responsive and qualified firm to conduct the Sutter Treatment Facility Feasibility Study, and

WHEREAS, after the interviews and discussion, the selection committee determined that Carollo was the most responsive and qualified firm to conduct the Sutter Treatment Facility Feasibility Study, and

WHEREAS, the Carollo team includes one local firm, NorthStar Engineering Group, Inc. as a subconsultant,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. for the Sutter Treatment Facility Feasibility Study in an amount not to exceed $199,222 to complete the identified scope of services, plus $19,922 for additional services (if needed), for a maximum total amount of $219,144.

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 special meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-167

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET IN THE AMOUNT OF $80,632 TO BE TRANSFERRED INTO CIP ACCOUNT 100644 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES, INCLUDING SUPPORT BY CITY STAFF, FOR THE CITY'S SUTTER TREATMENT FACILITY FEASIBILITY STUDY

WHEREAS, certain budgetary transactions are necessary in the amount of $80,632, in order to fund the consultant services agreement with Carollo Engineers, Inc. for the project, including engineering/design/administration support for the Sutter Treatment Facility Feasibility Study, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

Exhibit A

Due to an expansion in the study's scope of services for the agreement, administration support, and project management costs to complete this study for CIP Account #100644 "Sutter Treatment Facility Relocation", the total project costs need to be increased by $80,632. This would be done by adjusting Engineering/Design/Administration by $80,632.

To fund the above account, $80,632 will be transferred from Wastewater Fund Reserves into CIP Project 100644 for the Sutter Treatment Facility Feasibility Study.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-168

RESOLUTION ACCEPTING THE DIGESTER EVALUATION REPORT DATED JANUARY 2009 AS PRELIMINARY DESIGN REPORT EQUIVALENT FOR THE CANNERY SEGREGATION PUMP REPLACEMENT PROJECT AS COMPLETE

WHEREAS, the Cannery Segregation (Can Seg) Pump Station was built in 1999 and consists of three matching pumps, each sized to achieve a maximum capacity of 14 million gallons per day (mgd), for a total firm capacity of 28 mgd, and

WHEREAS, two pumps are designed for duty operation with one pump serving as a standby, and

WHEREAS, one additional deck space is available for a future pump, and

WHEREAS, the Can Seg flows have declined over recent years, and

WHEREAS, the average day Can Seg flows have ranged between 14 mgd and 17 mgd, or 50% to 60% of the designed pump capacity flows, with the maximum day flows ranging between 18 mgd and 20 mgd, or 64% to 71% of the designed capacity flows, and

WHEREAS, these current flows are well below the designed capacity of the pumps, and

WHEREAS, essentially, the current Can Seg pumps are oversized, causing cavitation and vibration, and

WHEREAS, improvements are necessary to reflect Can Seg flows and avoid long-term maintenance burdens on the pump station, and

WHEREAS, in recent years, the City has encountered operational challenges with the Can Seg Pump Station, and

WHEREAS, plant maintenance personnel have noted that the pumps are experiencing vibration and require frequent costly annual maintenance, and

WHEREAS, after the cannery season each year, the pumps are lifted out of the wet well for repairs and maintenance, and

WHEREAS, when the pumps were taken out of service and disassembled, severe damage caused by cavitation and corrosion was observed in the suction bell, impeller, bearings, mechanical seals and other pump components, and

WHEREAS, this project will replace the three existing pumps and potentially modifying the pump station wet well to improve the hydraulic conditions, conforming with the applicable Hydraulic Institute standards, as well as electrical and SCADA improvements, and

WHEREAS, on August 4, 2010, by Resolution No. 2010-325, the City Council approved an agreement with Carollo Engineers, Inc. (Carollo) for on-call engineering services for the Public Works Department, and

WHEREAS, in 2013, Public Works staff contracted with Carollo to prepare an evaluation of the Cannery Segregation pump station to identify the deficiencies and potential solutions, and

WHEREAS, in accordance with the Public Works Department "Major Scope Policy", approved on September 26, 2006, all projects exceeding $1,000,000 are required to be presented at Council at the Preliminary Design Report (PDR) stage, and

WHEREAS, the Technical Memorandum Cannery Segregation Pump Station Operational Evaluation was completed in May 2013, and

WHEREAS, the Technical Memorandum Cannery Segregation Pump Station Operational Evaluation is considered equivalent to a PDR because it provides substantial preliminary design analysis, including field analysis, project scoping, design improvement recommendations, and associated costs, and

WHEREAS, as a result, staff is requesting that City Council accept the Technical Memorandum Cannery Segregation Pump Station Operational Evaluation and the reports' findings as the basis of final design for the cannery segregation pump station improvements,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Technical Memorandum Cannery Segregation Pump Station Operational Evaluation dated May 2013 as Preliminary Design Report equivalent for the Cannery Segregation Pump Replacement project as complete.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-169

Print

RESOLUTION APPROVING AN AGREEMENT WITH NOLTE ASSOCIATES, INC., DBA NV5 INC. (NV5) FOR FINAL DESIGN REPORT FOR CANNERY SEGREGATION PUMP REPLACEMENT IN AN AMOUNT NOT TO EXCEED $269,942 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $26,994 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $296,936, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Cannery Segregation (Can Seg) Pump Station was built in 1999 and consists of three matching pumps, each sized to achieve a maximum capacity of 14 million gallons per day (mgd), for a total firm capacity of 28 mgd, and

WHEREAS, two pumps are designed for duty operation with one pump serving as a standby, and

WHEREAS, one additional deck space is available for a future pump, and

WHEREAS, the Can Seg flows have declined over recent years, and

WHEREAS, the average day Can Seg flows have ranged between 14 mgd and 17 mgd, or 50% to 60% of the designed pump capacity flows, with the maximum day flows ranging between 18 mgd and 20 mgd, or 64% to 71% of the designed capacity flows, and

WHEREAS, these current flows are well below the designed capacity of the pumps, and

WHEREAS, essentially, the current Can Seg pumps are oversized, causing cavitation and vibration, and

WHEREAS, improvements are necessary to reflect Can Seg flows and avoid long-term maintenance burdens on the pump station, and

WHEREAS, in recent years, the City has encountered operational challenges with the Can Seg Pump Station, and

WHEREAS, plant maintenance personnel have noted that the pumps are experiencing vibration and require frequent costly annual maintenance, and

WHEREAS, after the cannery season each year, the pumps are lifted out of the wet well for repairs and maintenance, and

WHEREAS, when the pumps were taken out of service and disassembled, severe damage caused by cavitation and corrosion was observed in the suction bell, impeller, bearings, mechanical seals and other pump components, and

WHEREAS, this project will replace the three existing pumps and potentially modifying the pump station wet well to improve the hydraulic conditions, conforming with the applicable Hydraulic Institute standards, as well as electrical and SCADA (supervisory control and data acquisition) improvements, 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, on September 3, 2013, by Resolution 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, UP&P staff issued a Request for Proposal (RFP) to the prequalified list of five firms for Engineering Design Services for Wastewater/Storm Drain projects, and

WHEREAS, two proposals were received on January 10, 2014, and were reviewed by a selection committee that consisted of the City's Public Works and UP&P staff, and

WHEREAS, NV5 was selected to prepare the Final Design Report for the Cannery Segregation Pump Replacement, and

WHEREAS, NV5 has completed projects for the City and has provided responsive service, and

WHEREAS, NV5's original proposed fee was $225,820; however, the scope and fee was negotiated to include additional tasks to more thoroughly evaluate the design improvements necessary to improve the efficiency of the pump station, and

WHEREAS, this resulted in a final negotiated cost of $269,942, and

WHEREAS, NV5's involvement of local sub-consultants accounts for 15% 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; 2) Coordination with Plant Operations staff; 3) Highly detailed hydraulic and structural evaluation of pump station; 4) Pump selection and Electrical design; and 5) Completion of the final design (plans, specifications and estimate), and

WHEREAS, given the high priority for completion of this project, staff recommends approving an agreement with NV5 to prepare the Final Design Report for the Cannery Segregation Pump Replacement project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Nolte Associates, Inc., dba NV5 Inc. (NV5) for Final Design Report for Cannery Segregation Pump Replacement in an amount not to

exceed $269,942 for the identified scope of services, plus $26,994 for additional services (if needed), for a maximum total amount of $296,936.

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 special meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-170

Print

A RESOLUTION OF RECOGNITION AND SUPPORT FOR THE DOWNTOWN MODESTO PARTNERSHIP

WHEREAS, in June 2012, the City Council commissioned the Downtown Hospitality Program, a collaborative effort between the City, Chamber of Commerce, Downtown Improvement District and Convention and Visitors Bureau, and

WHEREAS, the goal of the program is to find ways of making downtown more attractive and hospitable to visitors, businesses, residents and investors, and

WHEREAS, since that time, four committees were formed, comprised primarily of volunteers, to conduct research and make recommendations on methods of improving the downtown model, and

WHEREAS, the committees focus on four areas: Economic Development, Operations, Promotions and Urban Design, and

WHEREAS, through the course of their work, it became increasingly apparent that a successful downtown model was going to rely heavily on collaboration and partnership, and

WHEREAS, to address this need, the Downtown Modesto Partnership was formed in November 2013, and

WHEREAS, the Partnership is comprised of nine representatives from a broad cross-section of the community, and

WHEREAS, the Partnership has been meeting once a month since January 1, 2014, and through the work of their committees is already making a tremendous impact on the downtown environment, and

WHEREAS, together, the organizations represented have remarkable resources at their disposal and the potential for collective impact is very high.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby recognizes and supports the Downtown Modesto Partnership.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, by Councilmember Madrigal, 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

APPROVED AS TO FORM:
By: _____
ADAM LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-171

Print

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM FOR DOWNTOWN MODESTO

WHEREAS, in June 2012, the City Council commissioned the Downtown Hospitality Program to find ways of making downtown more attractive and hospitable to visitors, businesses, residents and investors, and

WHEREAS, the program is a collaboration of the City, Downtown Improvement District, Chamber of Commerce, Convention and Visitors Bureau, Alliance and other downtown stakeholders and interested parties, and

WHEREAS, overall, downtown buildings have a 16% vacancy rate, and

WHEREAS, downtown businesses employ 28 persons per acre, and

WHEREAS, this is 25% higher than would be anticipated with a business park, and

WHEREAS, if downtown buildings were fully occupied, businesses would employ approximately 32 persons per acre, nearly 50% more than a business park, and

WHEREAS, it was discovered that the average worker downtown earns $45,000 per year which is 10% higher than the average wage for the Modesto area and would provide an income of $90,000 for two-income households, and

WHEREAS, downtown has great local revenue generating potential, and

WHEREAS, downtown Modesto has an average property value of $2,343,681 per acre; while Vintage Faire Mall's property value is $1,654,852 per acre, Lowe's Center's property value is $1,574,297 per acre and Best Buy/Target Center's property value is $1,433,618 per acre, and

WHEREAS, all of this information and more was presented at the Downtown Summit meeting on February 27, 2013, after which the Economic Development Committee of the Downtown Hospitality Program set out to create economic development incentives that would help the downtown realize its economic potential, and

WHEREAS, the economic development incentives are separated into three categories: occupancy incentives, new development incentives and physical improvement incentives, (full descriptions included in **Exhibit A**) and

WHEREAS, at the June 5, 2013 Economic Development Committee meeting of the Modesto City Council, staff was asked to develop a hypothetical business scenario to demonstrate the incentive program, and

WHEREAS, in coordination with the Alliance, City staff researched the number of jobs and labor income that might be expected if the program were successfully implemented, and

WHEREAS, the scenario developed assumes the program's benefits are fully utilized and that half of the cash incentive is used for retail/restaurant users and the other half is used for professional office users, and

WHEREAS, three categories were created for each job type to correspond with the proposed cash incentive categories: one for businesses with fewer than five employees, one for businesses with 10 or fewer employees, and one for businesses with more than 10 employees, and

WHEREAS, under the hypothetical scenario developed, the economic development incentive program would assist in creating 344 jobs and approximately $14,000,000 in labor income,

WHEREAS, at its March 6 meeting, following a presentation on the proposed Economic Development Incentive Program, the Downtown Modesto Partnership, comprised of representatives from a broad cross-section of the community including the Downtown Improvement District, Chamber of Commerce and Convention and Visitors Bureau, voted unanimously to endorse the incentives program and recommend the item to City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to implement an economic development incentive program for downtown.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Draft Downtown Economic Development Incentives

A. Occupancy Incentives

I. Incentive Types

1. Cash – New businesses or businesses relocating into downtown from another area, either office or retail, are eligible for the following cash incentive based on the number of full time equivalent (FTE) jobs created:
   a. < 5 jobs = $1,000
   b. 5-10 jobs = $2,000
   c. > 10 jobs = $2,500
2. Mill Tax Refund – New businesses are eligible for a refund of City mill tax for the first year of business.
3. Local Sales Tax Refund – New retail businesses that are open Monday through Saturday are eligible for refund of local sales tax for first year of business
4. Partial Sales Tax Refund – Existing retail businesses that extend hours are eligible for refund of local sales tax collected during the extended hours for one year.

II. Retail Requirements

1. Eligible businesses shall be non-seasonal, full-time operations, maintaining regular, published operating hours equaling a minimum of 40 hours per week.
2. Eligible retail businesses are exclusive to targeted areas, starting with 10th (K to H), 11th (K to I) and J (9th to McHenry) and include only the following uses:
   a. Eating/Drinking Establishments (Restaurants, Café's, etc.)
   b. Artisan Shops (hand crafted durable and non-durable goods)
   c. Clothing/Apparel Stores
   d. Antique Stores
   e. Music Stores
   f. Pubs and Lounges (3,500 square feet/three max per street)
   g. Beauty and Spa Services
   h. Fitness Facilities
   i. Art Galleries
   j. Drug Stores/Sundries
   k. Grocery Stores (20,000 square feet max)
   l. Bookstores
   m. Bicycle Stores, Skate Shops, etc.

n. Other similar uses, as approved by the C&ED Director

III. Program Administration

1. Business owner must provide a business plan (SBDC to approve):
   a. Demonstrates how business will create employment
   b. Shows operating budget with profitability
2. Business to provide sales receipts and payroll information to demonstrate compliance with program
3. Cash incentive to be paid with store opening
4. Tax incentive to be paid quarterly
5. Business must stay in location for one year or pay back incentive/forfeit sales tax refund
6. $50,000 total cash payout per year for program

B. New Development Incentives

I. Incentive Types

1. CFF Fee Exemption - New development that includes residential uses are exempt from CFF roadway fees.
2. Encroachment Permit Fee Exemption – No fee for encroachment permits needed in conjunction with construction.
3. Occupancy Incentives – Commercial portion of new buildings receives occupancy incentives identified above.

II. Program Administration

1. Program is administered through the building permit and encroachment permit processes and is self-enforcing.

C. Physical Improvements Incentives

I. Incentive Types

1. Façade Improvement – Matching grant up to $10,000
2. Encroachment Permit – No fees for minor encroachment permits for repair/ maintenance, beautification or outdoor dining.

II. Façade Improvement Requirements

1. Eligible buildings are exclusive to targeted areas, starting with 10th Street, between J and I Streets.
2. For buildings over 50 years old, focus shall be on restoration of original building façade and historically sensitive improvements, except where determined infeasible by design review committee

III. Program Administration

1. Façade Improvements shall be reviewed and approved by a design review committee
2. $50,000 total cash payout per year for program
3. Encroachment permit process is administered through the encroachment permit process and is self-enforcing.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-172

RESOLUTION APPROVING A PLAN FOR IMPROVEMENTS TO TENTH STREET, BETWEEN J AND I STREETS, AND DIRECTING STAFF TO IMPLEMENT THE PLAN WHERE FUNDING BECOMES AVAILABLE

WHEREAS, through observational survey, research and visiting other communities, Downtown Modesto Partnership participants identified opportunities to improve downtown streets.

WHEREAS, a parklet demonstration project developed at the intersection of 10th and J Streets was well-received by the community and City Council, and

WHEREAS, following a positive response by participants at the Downtown Summit meeting to a concept that was presented to improve 10th Street, between J and I Streets, the Promotions arm of the Downtown Modesto Partnership began developing a plan in coordination with City staff and the larger downtown community.

WHEREAS, due to creative thinking by the downtown community and members of City staff, the plan can be implemented for approximately $100,000.

WHEREAS, the plan will:

- Create social gather places at intersection corners that will be protected by bollards and framed by planters
- Introduce a regular pattern of shade-giving trees to the street to provide a more hospitable environment for patrons during the hot season
- Enhance the pavement with concrete stamping
- Provide designated bike parking areas adjacent to the street
- Include areas for the installation of public art

WHEREAS, at its March 6, 2014 meeting, following a presentation on the proposed Improvements to 10th Street, the Downtown Modesto Partnership, comprised of

representatives from a broad cross-section of the community including the Downtown Improvement District, Chamber of Commerce and Convention and Visitors Bureau, voted unanimously to endorse the incentives program and recommend the item to City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves the plan for improvements to 10th Street, between J and I Streets, **(attached)**, and authorizes the City Manager to provide 1:1 matching funds for the project for funds raised by the community, and directs staff to implement the plan where funding becomes available.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, by Councilmember Madrigal, 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:

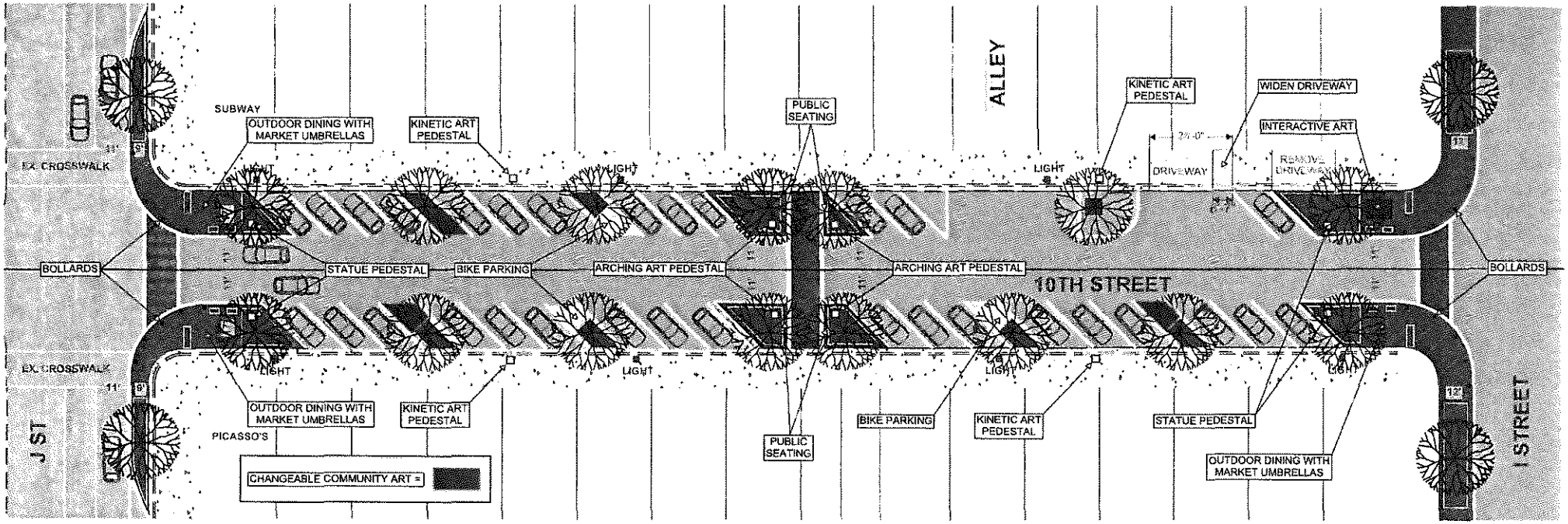
AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney


SUBWAY
OUTDOOR DINING WITH MARKET UMBRELLAS
KINETIC ART PEDESTAL
PUBLIC SEATING
ALLEY
KINETIC ART PEDESTAL
WIDEN DRIVEWAY
INTERACTIVE ART
EX. CROSSWALK
LIGHT
DRIVEWAY
REMOVE DRIVEWAY
BOLLARDS
STATUE PEDESTAL
BIKE PARKING
ARCHING ART PEDESTAL
10TH STREET
EX. CROSSWALK
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CHANGEABLE COMMUNITY ART =

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-173

Print

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE FURNISHING OF ON-CALL CONTRACTING SERVICES FOR ONGOING MAINTENANCE PROJECTS FOR THE DEPARTMENT OF PUBLIC WORKS, WATER DIVISION, TO D.A. WOOD CONSTRUCTION, INC., MODESTO, CA, AS "PRIMARY" CONTRACTOR AND WEST VALLEY CONSTRUCTION CO., INC., SAN JOSE, 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 CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE CONTRACTS FOR ONGOING MAINTENANCE PROJECTS, FOR A COMBINED ESTIMATED ANNUAL COST OF $1,000,000, AND OVER FIVE (5) YEARS OF $5,000,000

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of on-call contractor services for ongoing maintenance projects, and

WHEREAS, the Purchasing Division issued RFB No. 1314-12 On-Call Contractor Services to eleven (11) prospective bidders, three (3) 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, in order to ensure continued services to the City, purchase agreements shall be awarded to two (2) contractors to provide for backup to meet the City's needs. 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 on-call contracting services for ongoing maintenance projects for the Department of Public Works, Water Division, to D.A. Wood Construction, Inc., Modesto, CA, as "primary" contractor and West Valley Construction Co., Inc., San Jose, 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 $1,000,000, and over five (5) years of $5,000,000, 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 on-call contracting services for the Department of Public Works, Water Division, to D.A. Wood Construction, Inc., Modesto, CA, as "primary" contractor and West Valley Construction Co., Inc., San Jose, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2013-14, in Appropriation Units: 4180-59999-100357 and 4180-59999-100358.

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 on-call contracting services for ongoing maintenance projects for the Department of Public Works, Water Division, to D.A. Wood Construction, Inc., Modesto, CA, as "primary" contractor and West Valley Construction Co., Inc., San Jose, 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 City Manager, or his designee, is hereby authorized to execute the contracts for ongoing maintenance projects for a combined estimated annual cost of $1,000,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-174

Print

RESOLUTION ACCEPTING THE INFORMATIONAL MID-YEAR BUDGET REPORT FOR FISCAL YEAR 2013-14 FOR THE CITY OF MODESTO GENERAL FUND

WHEREAS, the Budget Division within the Finance Department has prepared an informational report to be presented to the City Council on the state of the General Fund at mid-year of Fiscal Year 2013-14, and

WHEREAS, the Mid-Year Budget Report contains the following documents which are **attached** hereto and referenced as "**Exhibit A**" the FY 2013-2014 Mid-Year Budget Report, and

WHEREAS, the informational Mid-Year Budget Report contains recommended mid-year adjustments to the General Fund operating budget for Fiscal Year 2013-14 **attached** to the item as "**Exhibit B**."

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the informational Mid-Year Budget Report for the City of Modesto's General Fund for Fiscal Year 2013-14.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto, held on the 6th day of May, 2014, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, 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 LINDGREN, Interim City Attorney

Staff has completed a mid-year review of the FY 2013/14 operating revenue and expense budgets. This report summarizes the activities of the City's General Fund. It is intended to provide the Finance Committee and the public with a general overview of the fiscal conditions at mid-year, but please be advised that amounts in this report contain actual data through February 28, 2014.

General Fund

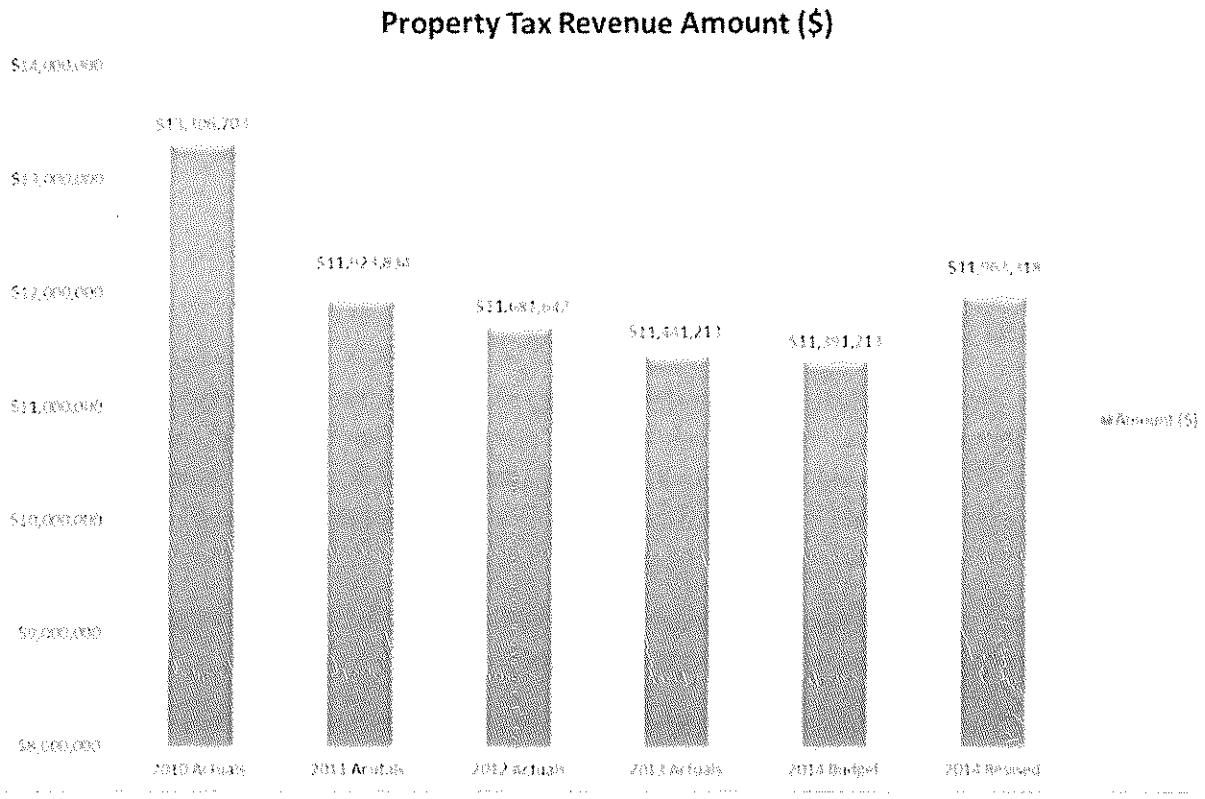
General Fund Revenues:

General Fund revenues are classified into three categories: major revenues, construction revenues and other revenues. At mid-year, the total operating revenue budget for FY 2013/14 is $103.3 million. There are also transfers in to the General Fund from other funds budgeted in the amount of $2.2 million that brings total budgeted General Fund revenue to $105.5 million for FY 2013/14.

Major Revenues: Major revenues represent 82.9% of the total General Fund operating revenue budget at $85.6 million and are detailed below.

Property Tax: The first installments of secured and unsecured property tax revenue, which is the largest portions of property tax revenue, were received in December 2013 and January 2014. Factoring those receipts into the mid-year analysis, property tax revenues received are up by $552,000 from the prior fiscal year. This is consistent with information that has been provided by the County Assessor's Office. The property tax revenue projections for Fiscal Year (FY) 2013/14 were initially budgeted conservatively as there was some uncertainty when increased assessed values would being to increase actual property taxes received. The first half of the property tax receipts to the City reflect that the information provided by the County Assessor's Office, which indicated that regular assessment roll would likely increase upwards of 4.5%, are coming to fruition.

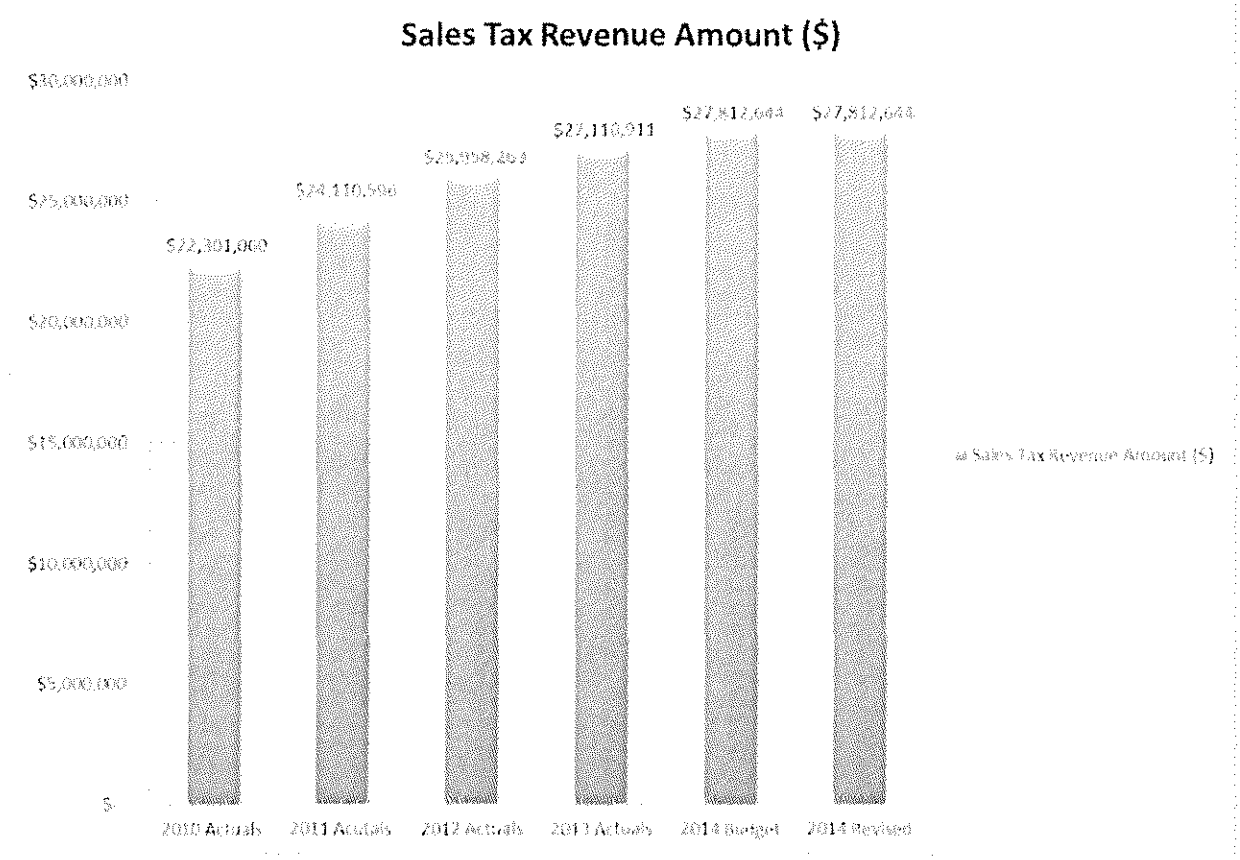
Staff is recommending an increase to the Property Tax revenues via an adjustment in the amount of $572,105 to the existing budget of $11,391,213 in FY 2013-14.



Sales and Use Tax: Sales Tax for FY 2013/14 has been received at a similar rate and amount that the amounts were received in FY 2012/13. To date, Sales and Use Tax revenues have been received from the State through the December 2013 payment. Factoring these received payments into the mid-year analysis for FY 2013/14; sales tax revenue is trending slightly lower than FY 2012/13. At this time, the revenues received are down only $70,000. Staff is not concerned with this slight downward trend as overall the revenues are continuing to show improvement as consumer confidence in spending continues to rise.

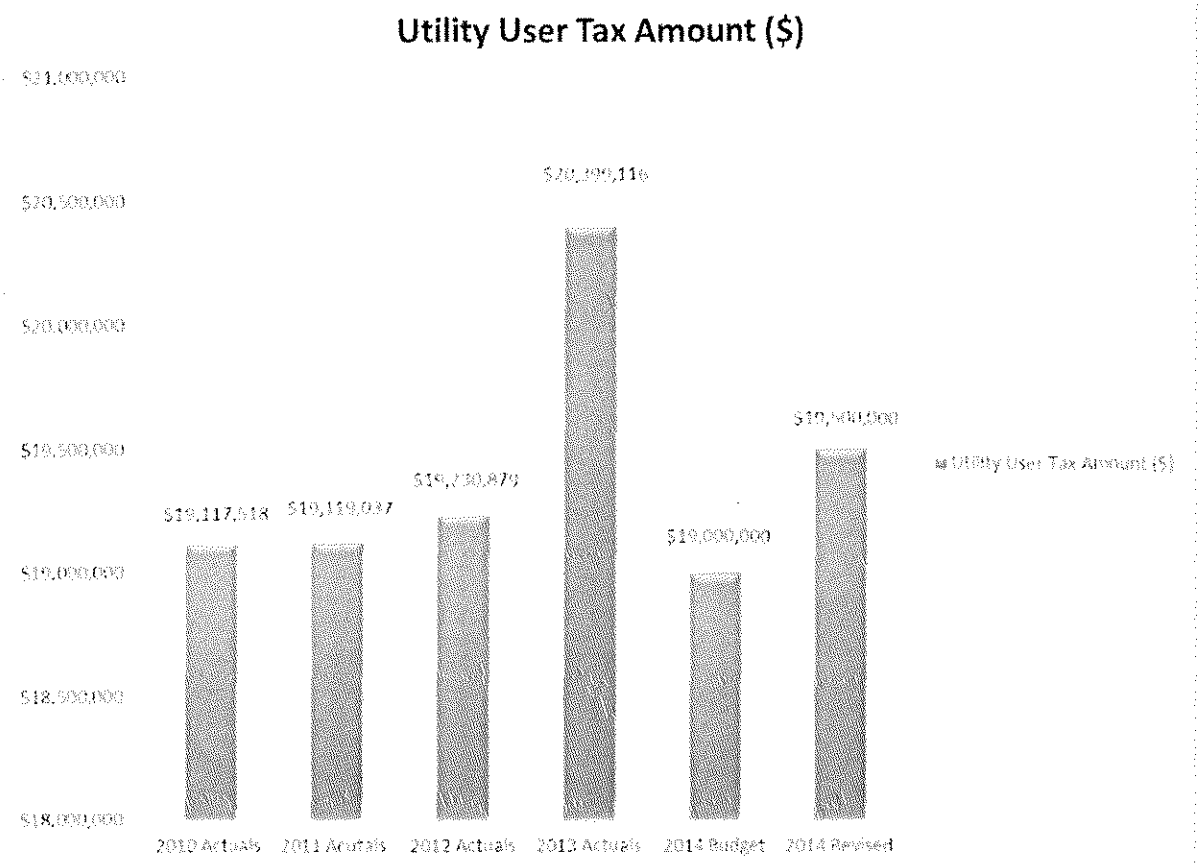
While sales tax revenues are beginning to show signs of improvement, the growth will be modest over the next five years. Estimates for growth within the City of Modesto show a slow growth of about $1 million dollars per year through Fiscal Year 2017/18.

Staff is not recommending any increase to the existing budget of $27,812,644 in FY 2013/14 at this time. The revenues continue to be on target with current projections and we are not seeing any increased revenues from what is budgeted.



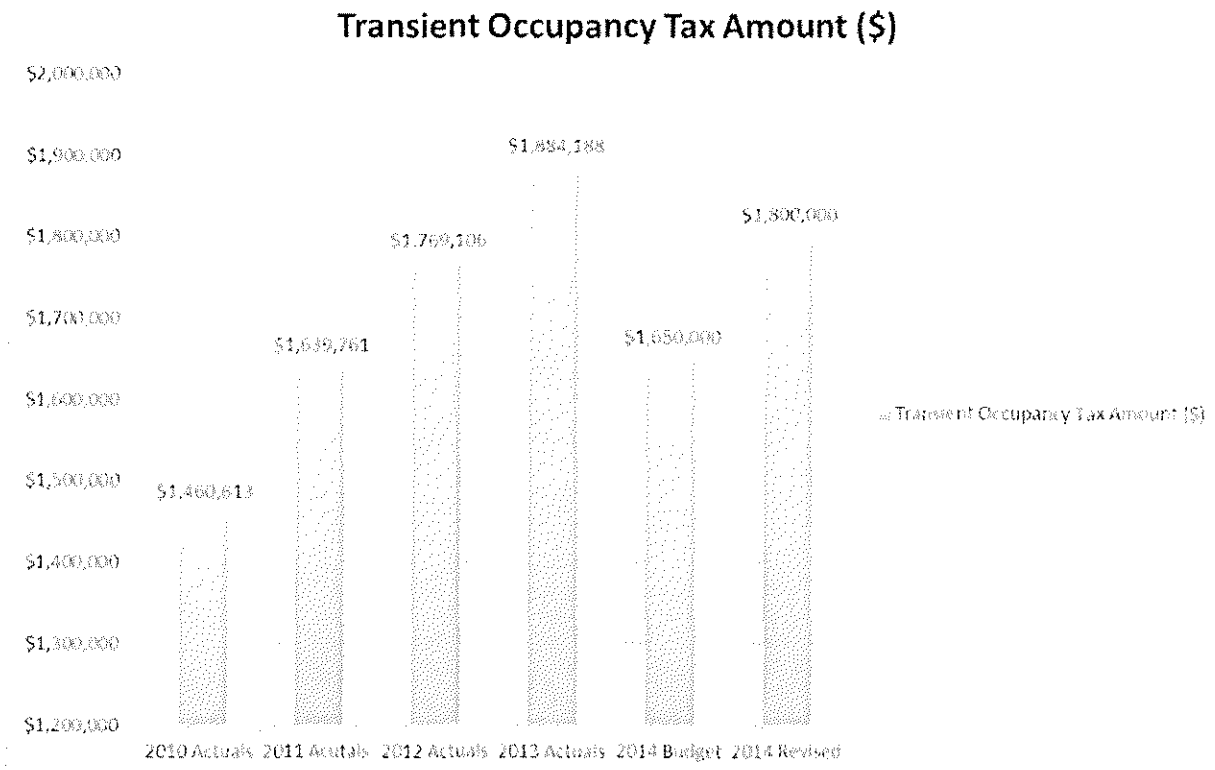
Utility User Tax: At mid-year FY 2013/14, utility user tax revenue is trending lower than FY 2012/13 for revenues collected through February 2014. This has been mostly caused because MID and PG&E are the largest remitters of this type of revenue and the impact of warmer temperatures during the winter months can be seen from decreased revenues collected in the months of December through February. Staff will continue to monitor this revenue and may recommend an adjustment after the 3rd quarter of FY 2013/14. The actuals for Users Utility Tax have consistently come in over $19 million for the past four fiscal years and staff does not expect this to change in FY 2013/14.

Staff is recommending an increase of $500,000 to the user utility tax revenue in FY 2013/14. This would increase the current budgeted amount from $19,000,000 to $19,500,000 in FY 2013/14. This increase is justified even with the slightly down revenues that have been received through February 2014 as the total revenues received in FY 2012/13 were $20.3 million.



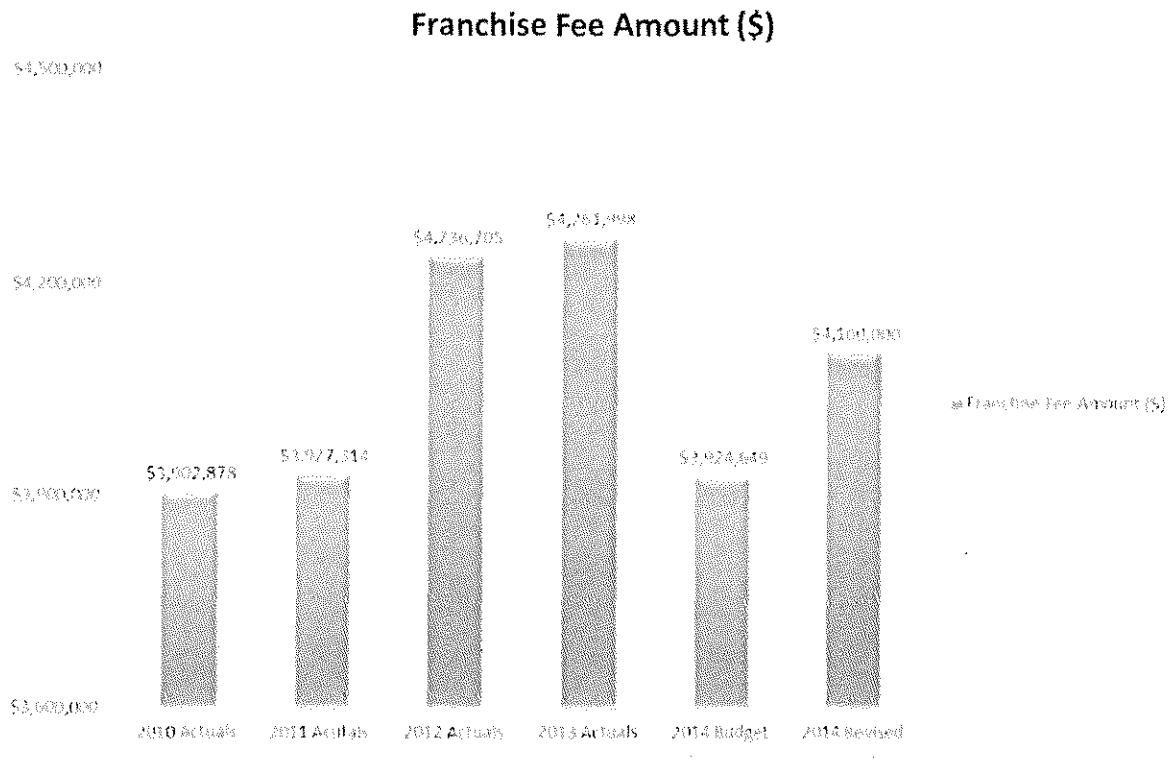
Transient Occupancy Tax – At mid-year, transient occupancy tax revenue is trending up very slightly when compared to prior year and the current projections for FY 2013/14. However, this is partially due to increased collection of past due amounts from prior years. In FY 2012/13, transient occupancy tax actuals came in at $1.88 million.

Staff is recommending an increase to transient occupancy tax revenue of $150,000 to the existing budget of $1.65 million for FY 2013/14 at this time.



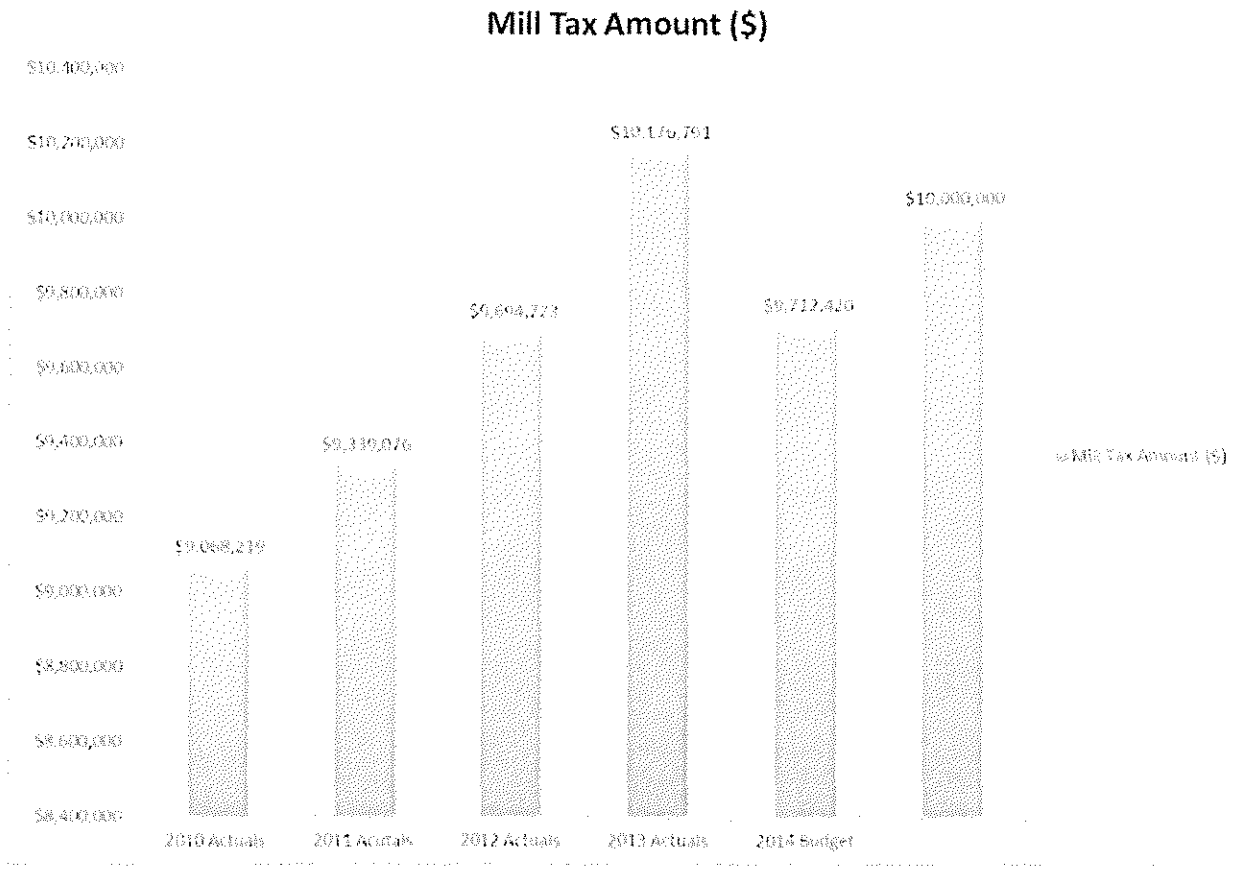
Franchise Fees – At mid-year, franchise fee revenue is trending lower than prior year revenues received in FY 2012/13. The lower trending amount was caused by a payment not being received for December 2013 for the franchise tax for Cable TV. In FY 2012/13 through February, Franchise Fees for Cable TV received were $915,744 while the City of Modesto has only received $568,974 through the same period in FY 2013/14. Once the full payments for the Cable TV Franchise Fees have been received, it will correct the lower trend in comparison to FY 2012/13 and the revenues should be back on track to reach levels received in the prior fiscal year.

Staff is recommending an increase of $175,351 to the budgeted amount of $3.92 million in Franchise Fees revenue for FY 2013/14 at this time due to the reasons stated above.



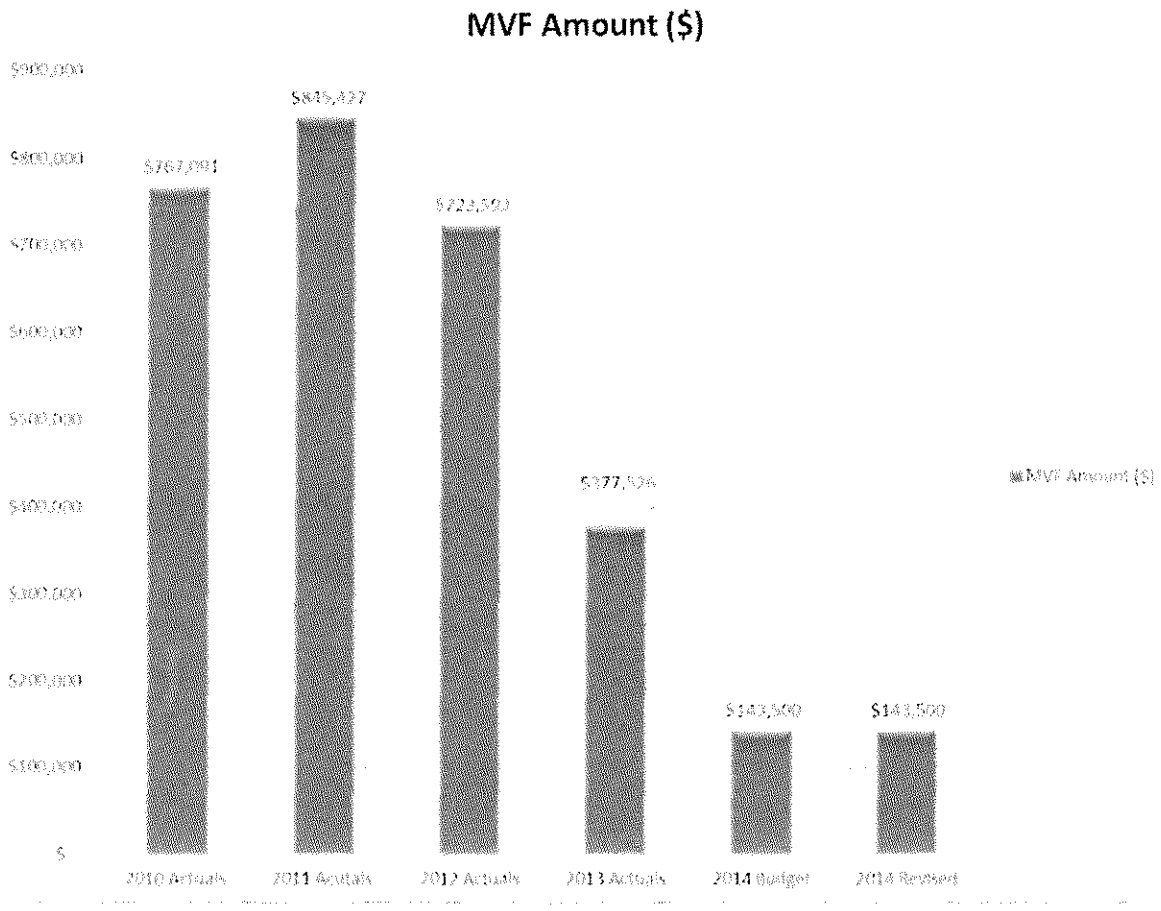
Business License/Mill Tax – At mid-year, business license/mill tax revenue is trending higher than revenues received through February in the prior year. Continued enforcement and collection efforts contribute to the stability of this revenue and it is anticipated that revenues will again increase from what was received at year end in FY 2012/13.

Staff is recommending an increase of $287,580 to the existing budget of $9.7 million for FY 2013/14 business license/mill tax revenue. Collection efforts and enforcement by staff have continued to make this a steadily growing revenue over the past few years. Staff believes that this revenue will continue to grow over the next few years but then plateau.



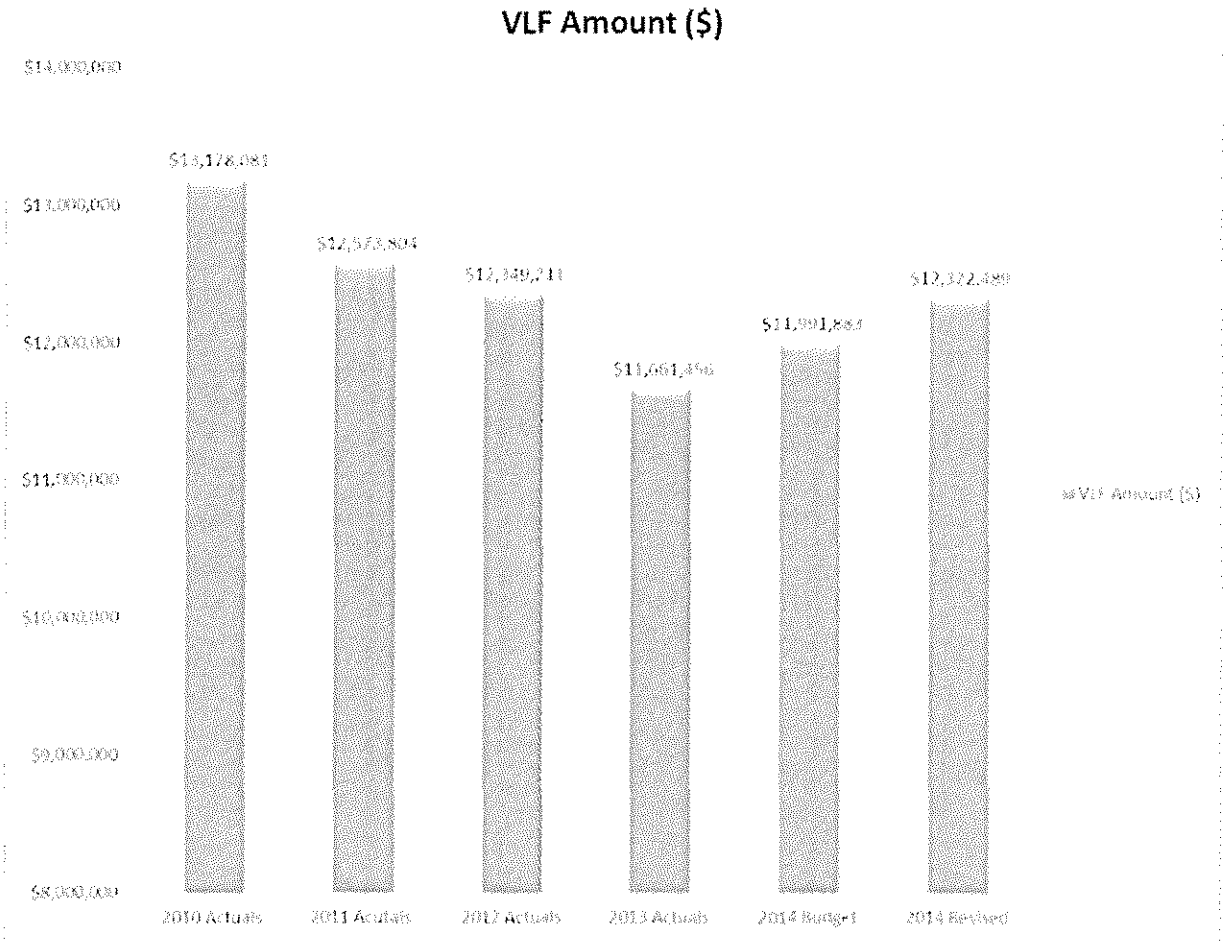
Motor Vehicle License Fee: At mid-year, motor vehicle license fee revenue is trending slightly down from current projections and prior year actuals received but is trending on par with what is budgeted in FY 2013/14. It is important to note that the City had been notified in FY 2011/12 that it should no longer expect motor vehicle license fee revenue in FY 2012/13 or the subsequent years, unless there is a change in the law at the State level. However, in FY 2012/13, the State has disbursed $198,181 to the City of Modesto. This disbursement more than covered what was budgeted in FY 2012/13 but there have been no disbursements received from the State through February 2014. Outside of these factors the other component of Abandoned Vehicle License Fees is trending on par with what has been budgeted in FY 2013/14.

Staff is not recommending a change to the existing budget of $143,500 for FY 2013/14 vehicle license fee revenue at this time.



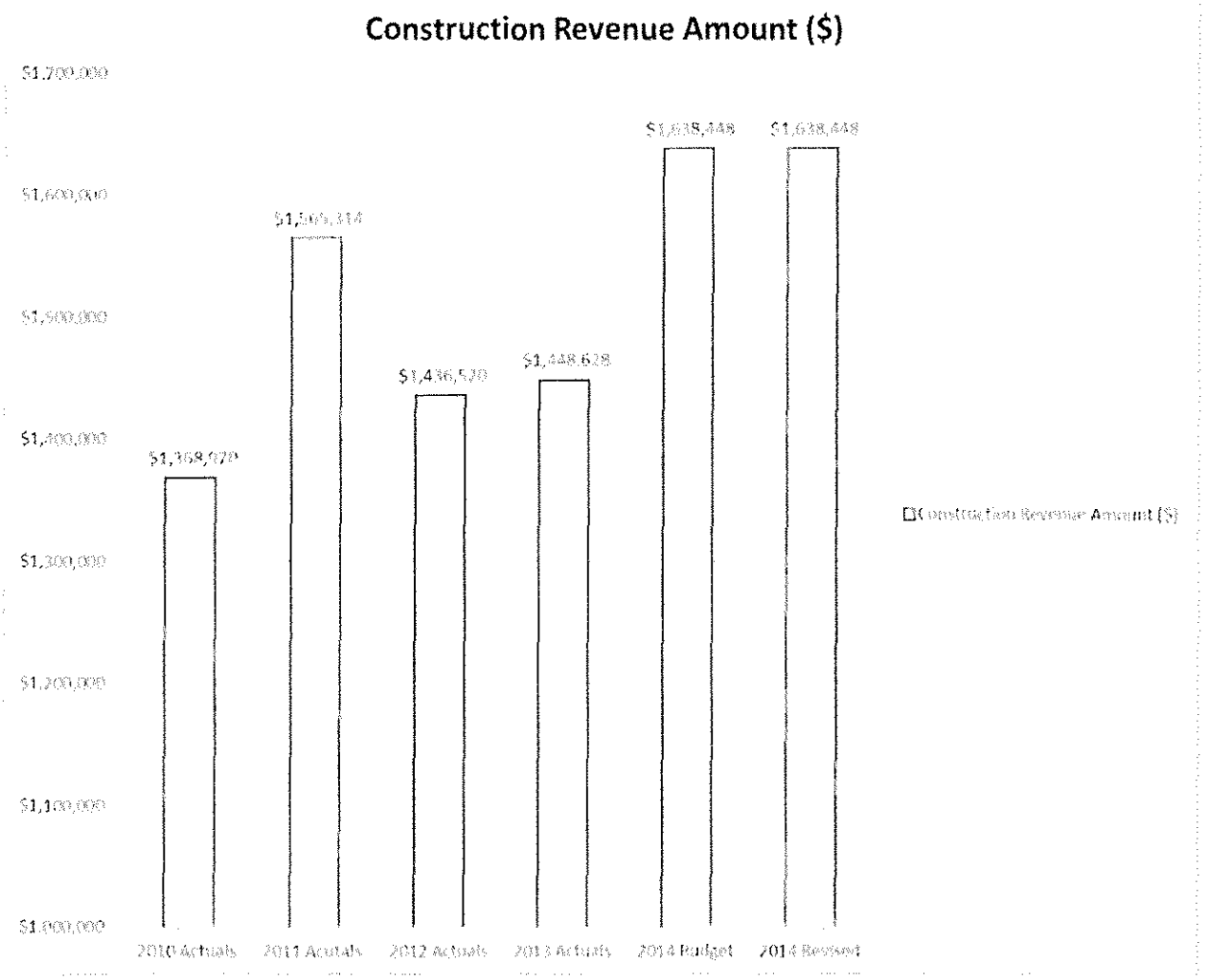
VLF Swap Adjustment: The first installment for this revenue has been received for FY 2013/14 and it was higher than the amount received in the prior year. The VLF swap adjustment revenue that was budgeted for Fiscal Year 2013/14 was developed with information from Stanislaus County which indicated that property valuations would likely increase upwards of 4%. Now that this higher payment has confirmed what was estimated by the County, the VLF Swap revenue will need to be adjusted to account for this increase.

Staff is recommending an increase of $330,606 to the current budget of $11.9 million in FY 2013/14. This increase is necessary as the first installment for this revenue received was $6.16 million and represents one half of the total payment that will be received in the current fiscal year.



Construction Revenue: Construction revenues include all revenues for the Building Safety and Planning cost centers in the Community & Economic Development (CED) Department and represent 1.6% or $1.63 million of the total revenue budget for the General Fund. At mid-year, construction revenues are trending up from prior year and are on track with current year projections for FY 2013/14, having received $1.01 million through February 2014.

Staff is not recommending an adjustment to construction revenues at this time. Based on prior year trends, CED Department staff reports that construction revenues tend to show improved performance in the second half of the fiscal year which includes the better weather spring and summer months.



Other Revenue: Other revenue includes any revenue source that is not included in the major or construction revenue categories and represents 15.6% or $16 million of the total revenue budget for the General Fund. The revenues are accounted for under the generating department and include a wide range of revenue sources such as direct charge revenue, school officer reimbursement (Police), youth services program fees (Parks, Recreation & Neighborhoods) and general City fines (General).

City Council – Staff is not recommending a change to the existing budget of $13,100 for FY 2013/14 City Council revenue.

City Manager – Staff is not recommending a change to the existing budget of $12,623 for FY 2013/14 City Manager revenue.

Human Resources – Staff is not recommending a change to the existing budget of $110,391 for FY 2013/14 Human Resources revenue.

City Attorney – Staff is not recommending a change to the existing budget of $817,234 for FY 2013/14 City Attorney revenue.

City Clerk – Staff is not recommending a change to the existing budget of $100,000 for FY 2013/14 City Clerk revenue.

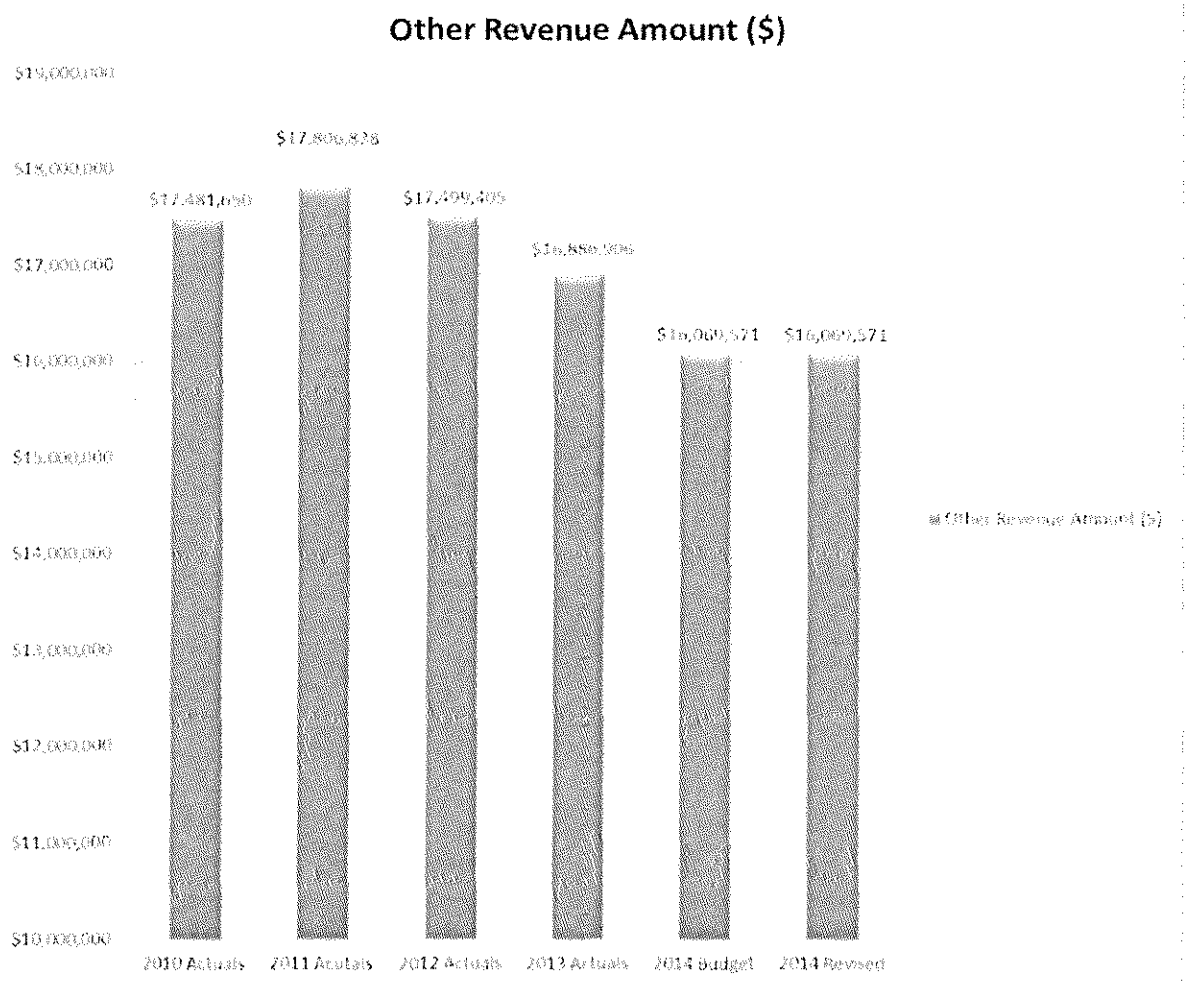
Finance – Staff is not recommending a change to the existing budget of $1.48 million for FY 2013/14 Finance revenue.

Community & Economic Development (CED) – Staff is not recommending a change to the existing budget of $1.01 million for FY 2013/14 CED revenue.

Police – Staff is not recommending a change to the existing budget of $3.19 million for FY 2013/14 Police revenue.

Parks, Recreation & Neighborhoods (PR&N) – Staff is not recommending a change to the existing budget of $4.2 million for FY 2013/14 PR&N revenue.

General – Staff is not recommending a change to the existing budget of $5.1 million for FY 2013/14 General revenue.



General Fund Expenses:

Expenditures contained in the General Fund account for services provided to the citizens of Modesto including General Administration (City Council, City Manager, Human Resources, City Attorney, City Clerk, City Auditor and Finance), Public Safety (Police and Fire) and Community Services (Community & Economic Development and Parks, Recreation and Neighborhoods).

Total General Fund expenditures through February 28, 2014 were $63.9 million representing 60.3% of the total expenditure budget of $106,093,067.

It is important to note that expenditures within the General Fund are not as cyclical or flexible as revenues. They typically maintain a closer percentage tie to the budget on a straight-line calculation. Additionally, the expenditure levels can be more dependent on operational factors than on economic factors. The following chart summarizes the individual departments contained in the General Fund and the expenditure levels at February 28, 2014 for FY 2013/14.

Department Expense	FY 13 Actual	FY 14 Current Budget	FY 14 Actual as of 2/28/14	FY 14 Amount Available as of 2/28/14
City Council:				
Salary & Benefit Expense	$ 279,143	$ 287,783	$ 171,796	$ 115,987
ISF Charges	$ 54,799	$ 48,843	$ 29,396	$ 19,447
Discretionary Expense	$ 43,682	$ 65,929	$ 43,953	$ 21,976
City Council Total	**$ 377,624**	**$ 402,555**	**$ 245,145**	**$ 157,410**
City Manager:				
Salary & Benefit Expense	$ 678,782	$ 720,809	$ 395,178	$ 325,631
ISF Charges	$ 73,707	$ 70,844	$ 47,229	$ 23,615
Discretionary Expense	$ 707,388	$ 686,434	$ 359,837	$ 326,597
City Manager Total	**$ 1,459,877**	**$ 1,478,087**	**$ 802,244**	**$ 675,843**
Human Resources:				
Salary & Benefit Expense	$ 968,955	$ 1,103,932	$ 603,773	$ 500,159
ISF Charges	$ 108,789	$ 145,970	$ 97,313	$ 48,657
Discretionary Expense	$ 92,648	$ 76,226	$ 29,817	$ 46,409
Human Resources Total	**$ 1,170,392**	**$ 1,326,128**	**$ 730,903**	**$ 595,225**
City Attorney:				
Salary & Benefit Expense	$ 1,433,215	$ 1,522,077	$ 774,862	$ 747,215
ISF Charges	$ 172,365	$ 175,479	$ 116,986	$ 58,493
Discretionary Expense	$ 480,884	$ 585,631	$ 437,303	$ 148,328
City Attorney Total	**$ 2,086,464**	**$ 2,283,187**	**$ 1,329,151**	**$ 954,036**
City Clerk:				
Salary & Benefit Expense	$ 291,033	$ 290,126	$ 178,647	$ 111,479
ISF Charges	$ 27,242	$ 28,297	$ 18,865	$ 9,432
Discretionary Expense	$ 20,431	$ 357,465	$ 263,676	$ 93,789
City Clerk Total	**$ 338,706**	**$ 675,888**	**$ 461,188**	**$ 214,700**
City Auditor:				
Salary & Benefit Expense	$ 4,046	$ 1,609	$ 1,073	$ 536
ISF Charges	$ 9,880	$ 12,081	$ 8,054	$ 4,027
Discretionary Expense	$ 149,237	$ 150,000	$ 15,369	$ 134,631
City Auditor Total	**$ 163,163**	**$ 163,690**	**$ 24,496**	**$ 139,194**
Finance:				
Salary & Benefit Expense	$ 3,112,356	$ 3,378,841	$ 1,951,948	$ 1,426,893
Intrafund Labor	$ (157,159)	$ (153,680)	$ (102,453)	$ (51,227)
ISF Charges	$ 522,707	$ 362,315	$ 241,543	$ 120,772
Discretionary Expense	$ 1,167,143	$ 1,112,199	$ 543,431	$ 568,768
Finance Total	**$ 4,645,047**	**$ 4,699,675**	**$ 2,634,469**	**$ 2,065,206**
Community & Economic Development (C&ED):				
Salary & Benefit Expense	$ 4,343,246	$ 4,463,295	$ 2,576,667	$ 1,886,628
Intrafund Labor	$ (159,465)	$ (166,992)	$ (111,410)	$ (55,582)
ISF Charges	$ 659,696	$ 533,365	$ 355,577	$ 177,788
Discretionary Expense	$ 551,842	$ 861,334	$ 362,038	$ 499,296
C&ED Total	**$ 5,395,319**	**$ 5,691,002**	**$ 3,182,872**	**$ 2,508,130**
Fire:				
Salary & Benefit Expense	$ -	$ -	$ -	$ -
ISF Charges	$ -	$ -	$ -	$ -
Discretionary Expense	$ 24,469,198	$ 24,597,390	$ 16,406,921	$ 8,190,469
Fire Total	**$ 24,469,198**	**$ 24,597,390**	**$ 16,406,921**	**$ 8,190,469**
Police:				
Salary & Benefit Expense	$ 35,658,987	$ 37,168,135	$ 22,278,921	$ 14,889,214
Intrafund Labor	$ (325,584)	$ -	$ (299,522)	$ 299,522
ISF Charges	$ 2,112,416	$ 2,904,101	$ 1,936,068	$ 968,033
Discretionary Expense	$ 9,901,466	$ 10,072,339	$ 6,217,552	$ 3,854,787
Police Total	**$ 47,347,285**	**$ 50,144,575**	**$ 30,133,019**	**$ 20,011,556**

Exhibit A

Department Expense		FY 13 Actual	FY 14 Current Budget	FY 14 Actual as of 2/28/14	FY 14 Amount Available as of 2/28/14
Parks, Recreation & Neighborhoods (PR&N):					
Salary & Benefit Expense	$	5,925,299	$ 6,080,334	$ 3,648,849	$ 2,431,485
Intrafund Labor	$	(345,230)	$ (155,215)	$ (180,331)	$ 25,116
ISF Charges	$	987,751	$ 1,244,937	$ 830,027	$ 414,910
Discretionary Expense	$	5,646,142	$ 6,543,237	$ 2,764,619	$ 3,778,618
PR&N Total	**$**	**12,213,962**	**$ 13,713,293**	**$ 7,063,164**	**$ 6,650,129**
General:					
Salary & Benefit Expense	$	-	$ -	$ -	$ -
ISF Charges	$	-	$ -	$ -	$ -
Discretionary Expense	$	493,896	$ 917,597	$ 905,560	$ 12,037
General Total	**$**	**493,896**	**$ 917,597**	**$ 905,560**	**$ 12,037**
General Fund Total	**$**	**100,160,933**	**$ 106,093,067**	**$ 63,919,132**	**$ 42,173,935**

Revenue

Account Number	Account Name	Department	Current Budget	Adjustment	Revised Budget
0100-90001-41101	Property Taxes - CY Secured	General	$ 10,312,761	$ 572,105	$ 10,884,866
0100-90001-41203	Utility Users Tax	General	$ 19,000,000	$ 500,000	$ 19,500,000
0100-90001-41204	Transient Occupancy Tax	General	$ 1,650,000	$ 150,000	$ 1,800,000
0100-90001-41301	Franchise Tax - Cable TV	General	$ 1,550,000	$ 100,000	$ 1,650,000
0100-90001-41304	Franchise Tax - Garbage	General	$ 1,600,000	$ 75,351	$ 1,675,351
0100-90001-41402	Business License Tax - Mill Tax	General	$ 8,700,000	$ 287,580	$ 8,987,580

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-175

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 ANNUAL OPERATING BUDGET FOR THE CITY OF MODESTO

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual Budgets of the City of Modesto for Fiscal Year 2013-2014, and

WHEREAS, this Mid-Year Budget Report contained information that showed revenue budgets for the General Fund need to be increased based upon said analysis.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 annual operating budget as shown in **Exhibit B**, 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 6th day of May, 2014, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following votes:

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 LINDGREN, Interim City Attorney

Revenue

Account Number	Account Name	Department	Current Budget	Adjustment	Revised Budget
0100-90001-41101	Property Taxes - CY Secured	General	$ 10,312,761	$ 572,105	$ 10,884,866
0100-90001-41203	Utility Users Tax	General	$ 19,000,000	$ 500,000	$ 19,500,000
0100-90001-41204	Transient Occupancy Tax	General	$ 1,650,000	$ 150,000	$ 1,800,000
0100-90001-41301	Franchise Tax - Cable TV	General	$ 1,550,000	$ 100,000	$ 1,650,000
0100-90001-41304	Franchise Tax - Garbage	General	$ 1,600,000	$ 75,351	$ 1,675,351
0100-90001-41402	Business License Tax - Mill Tax	General	$ 8,700,000	$ 287,580	$ 8,987,580

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-176

Print

RESOLUTION APPROVING THE FISCAL YEAR 2013-2014 MID-YEAR GENERAL FUND BUDGET REDUCTIONS AS DEFINED IN EXHIBIT A AND AMENDING THE FISCAL YEAR 2013-2014 ANNUAL OPERATING BUDGET PER THE PROPOSED REDUCTIONS

WHEREAS, City staff has taken a proactive look at the City of Modesto General Fund Five-Year Financial Management and Sustainability Plan and has seen that there will be a need for additional ongoing reductions through Fiscal Year 2015-2016, and

WHEREAS, the proposed FY 2013-2014 Mid-Year General Fund Budget Reductions, as defined in **Exhibit A**, will assist in lowering the amount of reductions necessary in future fiscal years, and

WHEREAS, these same Mid-Year General Fund Budget Reductions were brought forward to Finance Committee on January 27th, 2014 for approval to move forward to City Council for adoption, and

WHEREAS, the Fiscal Year 2013-2014 Mid-Year General Fund Budget Reductions contained reductions that will result in General Fund savings in the current year in the amount of $1.05 million.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the proposed Fiscal Year 2013-2014 Mid-Year General Fund Budget Reductions and amending the Fiscal Year 2013-2014 annual operating budget per the proposed reductions 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 6th day of May, 2014, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, 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 LINDGREN, Interim City Attorney

Proposed FY 2013-14 Mid-Year General Fund Budget Reductions

City Council	Eliminate funding for Conference of Mayors	N/A		N/A	$ 14,000	$ 14,000
Human Resources	Increase Direct Charge Revenue to Cover full cost of one Employee Relations Coordinator position. The increased revenue to pay for the full cost of the position will come from Public Works Water Fund.	Employee Relations Coordinator	1.00	Vacant	$ 46,479	$ 111,550
Finance	Freeze Vacant Financial Analyst III Position in the Budget Division for the remainder of FY 2013-14.	Financial Analyst III	1.00	Vacant	$ 37,851	$ -
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Police Department	Eliminate Vacant Police Officer position. By the time this item is potentially approved by Council this reduction will only result in approximately 5 months of Salary and Benefit savings.	Police Officer	1.00	Vacant	$ 45,171	$ 108,410
Modesto Regional Fire Authority	Reduce funding to Modesto Regional Fire Authority by $500,000 in FY 2013-14 and by $1,000,000 in FY 2014-15.	N/A		N/A	$ 500,000	$ 1,000,000

Exhibit A

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-177

Print

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT TITLED, "NEW TRAFFIC SIGNALS - 2010", ACCEPTING THE BID, AND APPROVING A CONTRACT WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. OF ELK GROVE, CA, IN THE AMOUNT OF $514,962.00; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the New Traffic Signals - 2010 project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the New Traffic Signals - 2010 project were opened at 11 a.m. on April 8, 2014, and later tabulated by the Director of Community & Economic Development for the consideration of the Council, and

WHEREAS, the Director of Community & Economic Development Department has recommended that the bid of $514,962.00 received from Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA be accepted as the lowest responsible bid and the contract be awarded to Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the New Traffic Signals - 2010 project, accepts the bid from Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA in the amount of $514,962.00, and awards Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA the contract for the New Traffic Signals - 2010 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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-178

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND JAVIER RANGEL AND MARIA RANGEL, HUSBAND AND WIFE AS JOINT TENANTS, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 1646 LAS VEGAS STREET IN THE BRETE HARTE SEWER DISTRICT AREA, MODESTO, (APN: 056-013-017); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXCUTE THE AGREEMENT

WHEREAS, the property located at 1646 Las Vegas Street is not connected to City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is inside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City of Modesto can and is willing to provide domestic sewer to the subject area, and

WHEREAS, the Stanislaus County Redevelopment Agency installed complete sewer infrastructure in the " neighborhood" and individual laterals to each parcel to connect the property to the City of Modesto'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 in an area with failing septic system, and

WHEREAS, the installation of the sewer service lines will upgrade the infrastructure in this already developed unincorporated area to facilitate a later annexation, and

WHEREAS, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an outside service agreement for sewer service with the City, and

WHEREAS, that the property owners will enter into an agreement to 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 an Outside Service Agreement for the property located at 1646 Las Vegas Street, Modesto (APN: 056-013-017).

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-179

Print

RESOLUTION APPROVING AGREEMENT NO. 13R465000 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF HIGHWAY PATROL FOR THE STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $359,876, FOR TRAFFIC CONTROL RELATED SERVICES DURING THE CONSTRUCTION PHASE OF THE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, On February 25, 2014, City Council of Modesto awarded a construction contract for reconstruction of State Route 99/ Pelandale Avenue Interchange Reconstruction project to Teichert/MCM, A Joint Venture, Fowler, California in an amount of $30,999,968.53, and

WHEREAS, following award of Construction Contract, staff issued a notice to proceed, and

WHEREAS, Construction is scheduled to begin on or before May 19, 2014, and

WHEREAS, It is a Caltrans requirement that the Construction Enforcement Enhancement Program (COZEEP) is implemented during any mainline freeway lane closures during construction projects, and

WHEREAS, the interchange project has several phases and operations that will require lane closures and total freeway closure, and

WHEREAS, COZEEP is required by Caltrans on the interchange project, and

WHEREAS, COZEEP activities during construction include assistance in shifting or merging traffic safety during lane closures at night and also strict speed enforcement through the work zone, and

WHEREAS, the City Engineer has recommended that the cost of $359,876 received from the Department of California Highway Patrol be accepted, and the Agreement be approved with the Department of California Highway Patrol.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Agreement No. 13R465000 for the State Route 99/Pelandale Avenue Interchange Reconstruction Project Traffic Control Services with the Department of California Highway Patrol, accepts the cost of the California Highway Patrol in the amount not to exceed $359,876, and approves the Agreement with the Department of California Highway Patrol for the State Route 99/Pelandale Avenue Interchange Reconstruction Project Traffic Control Services.

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-180

Print

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 827 SEYBOLD AVENUE, (APN: 030-014-020) TO CONNECT TO THE CITY OF MODESTO'S EXISTING SEWER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER

WHEREAS, on May 22, 2012, the City Council approved a resolution number 2012-203, and

WHEREAS, it amended city of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager upon the recommendation of the Director responsible for utility system planning to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 827 Seybold Avenue, is not connected to City's sewer system, and

WHEREAS, this property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, this property is outside the Modesto Municipal Sewer District No.1, 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 are paid and associated permits be obtained prior to connecting to the City sewer system.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve letter for a property located at 827 Seybold Avenue (APN: 030-014-020) in Modesto.

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-181

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND MANUEL LOPEZ, A MARRIED MAN, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 827 SEYBOLD AVENUE (APN: 030-014-020); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXCUTE THE AGREEMENT

WHEREAS, the property located at 827 Seybold Avenue is not connected to the City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is outside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City staff has completed an analysis and determined that it is reasonable for the City of Modesto to provide sewer service to the property, 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, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an outside service agreement for sewer service with the City, and

WHEREAS, that the property owners will enter into an agreement to 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 an Outside Service Agreement for the property located at 827 Seybold Avenue (APN: 030-014-020).

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-182

RESOLUTION APPROVING THE ESTABLISHMENT OF A NEW RESIDENTIAL PARKING PERMIT (RPP) ZONE DOWNTOWN ZONE #1 (DT#1), AND FEE SCHEDULE ALONG THE FRONT AND SIDE FRONTAGES OF 1128 11TH STREET

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 a petition from the legal owner of 1128 11th Street, Modesto, to establish a RPP zone along the front and side frontages of the downtown residential complex, and

WHEREAS, City staff has found that there is currently unrestricted parking along L Street, the side frontage of 1128 11th Street, and a two hour parking time limit restriction along 11th Street, the frontage of 1128 11th Street, and

WHEREAS, the existing use of on-street parking adjacent to 1128 11th Street, by non-residents interferes with the use of the on-street parking by the residents of 1128 11th Street, or their guest and this RPP zone will revise access and availability of the on-street parking to favor the residents and their guests, 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.

AMENDED sections 4-10
on 12-13-16
By Resolution 2016-499

2. Residential Parking Permit Zone referred to as Downtown Zone #1 (DT#1) is established to include the residential uses only along the front and side frontages of 1128 11th Street, Modesto, 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 person properly displaying the residential parking permit may park any motor vehicle within Residential Parking Permit Zone DT#1, shall be exempt from the posted parking time limit restriction.

4. The City may issue a maximum of two (2) Residential Parking Permits per residence for which application is made.

5. The City may issue a maximum of one (1) annual Guest Parking Permits per residence for which application is made.

6. The City may issue a maximum of two (2) daily Guest Parking Permits per quarter per residence for which application is made.

7. The fee for each annual Residential and Guest Parking Permit shall initially be forty dollars ($40.00).

8. The fee for each daily Guest Parking Permit shall initially be five dollars ($5.00).

9. The fee for re-issuance of a lost or damaged annual Residential or Guest Parking Permit shall initially be twenty dollars ($20.00).

10. The administrative fee for failure to properly display the Residential Parking Permit shall initially be twenty-five dollars ($25.00).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of May, 2014, 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:

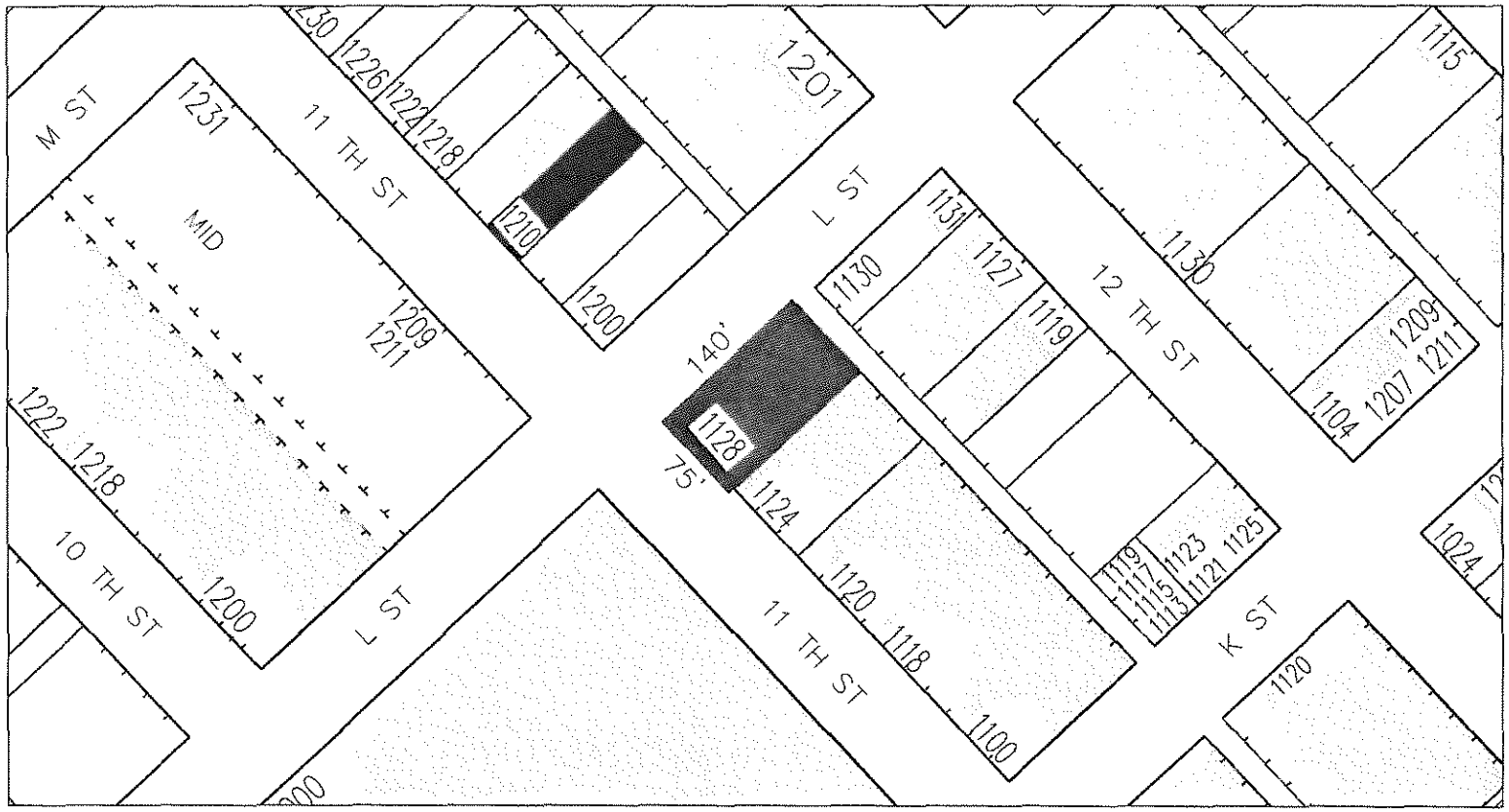
AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDREN, Interim City Attorney



NOT TO SCALE

1128 11TH STREET
Residential Parking Permit Zone
Downtown Zone #1 (DT#1)
Exhibit A

LEGEND:

1 SINGLE FAMILY DWELLING

2 MULTI FAMILY DWELLING

3 COMMERCIAL

4 UNDEVELOPED

5 PARKING/CLEAR LOT

6 Residential Parking Permit Zone Downtown Zone #1 (DT#1) 1128 11TH STREET

MODESTO
CALIFORNIA

NOTE: MAP NOT TO SCALE
PARCEL LINES DO NOT JUSTIFY EXACT LOCATION OF PROPERTY LINES
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
TRAFFIC ENGINEERING AND OPERATIONS DIVISION

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-183

Print

RESOLUTION AUTHORIZING A 5% MERIT INCREASE FOR THE CITY CLERK, EFFECTIVE RETROACTIVE TO AUGUST 13, 2013 AND AN ADDITIONAL 5% MERIT INCREASE EFFECTIVE JULY 1, 2014

WHEREAS, on September 11, 2012, the City Council by Resolution No. 2012-369, adopted a one and one-half (1.5%) across-the-board salary increase for non-sworn unrepresented Management and Confidential employees, including executive and Charter Officers, effective July 2, 2013, and

WHEREAS, on August 7, 2013, pursuant to Section 54957(b) (1) of the Government Code, the City Council conducted a performance evaluation for the City Clerk with a finding of outstanding performance, and

WHEREAS, during the performance evaluation on August 7, 2013, the parties contemplated a salary increase effective that date, but did not fix the amount; and

WHEREAS, salaries for Charter Officers appointed by the City Council are subject to periodic review and adjustment, and

WHEREAS, the Council desires to approve a five (5%) percent increase in salary to STEPHANIE LOPEZ, City Clerk, effective August 13, 2013, which increase is within the range established in Resolution 2012-369,

WHEREAS, the Council desires to approve an additional five (5%) percent increase in salary to STEPHANIE LOPEZ, City Clerk, effective July 1, 2014, which increase is within the range established in Resolution 2012-369,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves a five (5%) percent increase in salary to STEPHANIE LOPEZ, City Clerk, effective August 13, 2013, as follows:

Title	Hourly	Bi-Weekly	Monthly
City Clerk	$49.11	$3,928.68	$8,544.88

And an additional five (5%) percent increase in salary to STEPHANIE LOPEZ, City Clerk, effective July 1, 2014, as follows:

Title	Hourly	Bi-Weekly	Monthly
City Clerk	$51.56	$4,125.11	$8,972.12

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of May, 2014, 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: _____
DIANE NAYARES-PEREZ,
Assistant City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-184

RESOLUTION APPROVING AMENDMENT NUMBER ONE 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, the parties desire to amend Section 4 of the Employment Agreement to reflect a monthly salary of eight thousand five hundred and forty four dollars and eighty-eight cents ($8,544.88) effective August 13, 2013; and

WHEREAS, the parties desire to amend Section 4 of the Employment Agreement to reflect a monthly salary of eight thousand nine hundred and seventy two dollars and twelve cents ($8,972.12) effective July 1, 2014; 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 eight thousand five hundred and forty four dollars and eighty-eight cents ($8,544.88) effective August 13, 2013; and

The amendment to section 4 of the Employment Agreement between the City of Modesto and Stephanie Lopez to reflect a monthly salary of eight thousand nine hundred and seventy two dollars and twelve cents ($8,972.12) effective July 1, 2014.

The foregoing resolution was introduced at regular meeting of the Council of the City of Modesto held on the 13th day of May, 2014, 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: _____
DIANE NAVARES-PEREZ,
Assistant City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-185

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MANAGEMENT PARTNERS, A PROFESSIONAL FIRM, TO PROVIDE INTERIM CITY MANAGER SERVICES FOR THE CITY, AND TO APPOINT JAMES HOLGERSSON AS INTERIM CITY MANAGER

WHEREAS, the City Manager provided his resignation on April 15, 2014 and his last day of service will be May 30, 2014 with his last day in office as May 15, 2014, and

WHEREAS, the City Council needs to appoint an Interim City Manager to fill the role of City Manager within City service, and

WHEREAS, the City Manager and Human Resources Director contacted various firms to determine their availability to provide said services, and

WHEREAS, the City Council met in closed session to discuss the terms of the contract and directed the City Manager and Human Resources Director to negotiate and execute an agreement with Management Partners.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves and authorizes the City Manager to execute an agreement with Management Partners, a professional firm, to provide interim City Manager services with the City, and appoint James Holgersson as Interim City Manager. Be it further resolved that the Agreement shall be in a substantially similar form as that **attached** 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 13th day of May, 2014, 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
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: Adam Lindgren
ADAM LINDGREN, Interim City Attorney

STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this ___ day of _____, 2014, ("Effective Date") by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and Management Partners Inc., a California corporation, hereinafter referred to as "Consultant."

This Agreement is made with regard to the following recitals:

A. The City has determined that a need exists for interim City Manager services.

B. Consultant is qualified, willing and able to provide the expert management consulting assistance.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. **SCOPE OF SERVICES.**

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached hereto and referred to as Exhibit "A," dated May 7, 2014. The Consultant shall perform the services as described in Exhibit "A" in a manner compatible with the standards of its profession, and shall produce a fully complete project that is acceptable to City. Such services shall include all of the duties and services normally expected of a city manager, and as provided for in the City of Modesto City Charter Article VIII and Modesto Municipal Code Sections 2-3.101 and 2-3.103 and

2. **TERM OF AGREEMENT.**

This Agreement is effective as of the date first written above and will continue in effect until City's acceptance of and payment for all services authorized by City and performed by Consultant, unless terminated earlier in accordance with the provisions of the termination clause in this Agreement.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents commonly referred to as "project" attached hereto as Exhibit "A" and made a part hereof. City hereby gives Consultant notice to proceed with the preparation of the project in the manner described in Exhibit "A," as of the Effective Date of this agreement. Consultant shall diligently proceed with the preparation of the project and agrees to complete said preparation within the time period set forth in Exhibit "A."

3. **COMPENSATION.**

Consultant agrees to provide interim City Manager services at a rate of $24,000 per month, plus expenses, for performing all services and furnishing all staffing called for in Exhibit "A" and for performance by Consultant of all of its duties and obligations under the term of this Agreement. Expenses shall consist of mileage and lodging costs. Consultant shall submit detailed receipts for mileage and lodging reimbursement. Such expenses shall not exceed $1,750 per month.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

All work to be performed under this Agreement shall be billed at the monthly rate set forth in Exhibit "A" attached hereto, Consultant shall submit monthly invoices to City which include detailed tasks, hours worked, and billable rates for all work completed. If the City finds that it needs to expand the scope of the project Consultant shall be available to perform said services at the billable Associate hourly rates listed on page 4 of Exhibit "A."

4. **OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. **PERFORMANCE BY KEY EMPLOYEE.**

James N. Holgersson will be primarily responsible for the performance of the services referred to in this Agreement and will serve as interim City Manager for the City.

6. **OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

Ownership of Documents

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

Title to Data

If, as a part of the agreement, Consultant is required to produce data such as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. **NEWS AND INFORMATION RELEASE.**

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the Human Resources Director

8. **INTEREST OF CONTRACTOR.**

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. **AMENDMENTS.**

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, signed by both parties, to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. **INDEPENDENT CONTRACTOR.**

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City, except for that authority vested in the interim City Manager per the Modesto City Charter and Modesto Municipal Code. No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control, with the exception of express direction and authority given to the interim City Manager by a majority of the Modesto City Council, with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing

the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

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

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

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. **ASSIGNMENT.**

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. **PATENT/COPYRIGHT MATERIALS.**

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. **NOTICES.**

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT:	Name:	Management Partners Inc
	Address:	3152 Red Hill Avenue, Suite 210 Costa Mesa, CA 92626
	Attention:	Jan Perkins
	Phone:	(949)-202-8870

FOR CITY:	Name:	City of Modesto
	Address:	P.O. Box 642 Modesto, CA 95353
	Attention:	Joe Lopez
	Phone:	(209) 571-5126

14. **INSURANCE REQUIREMENTS.**

The Consultant 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.

In the event the certificates of insurance required hereunder do not provide for notice of cancellation to the certificate holder and/or additional insureds, the Consultant shall provide, and shall require its subcontractors to provide, as an express condition precedent to

payment hereunder, an endorsement from their insurers providing that the additional insureds identified herein shall be provided 30 days' notice of the cancellation on the policies of insurance required hereunder (10 days' notice if the policies are cancelled for non-payment of premium). In addition, the named insured on all such policies shall provide to the additional insureds identified herein any notices of cancellation of said insurance policies within 5 business days of receipt of such notice. The Consultant shall, as a further express condition precedent to payment for work performed, affirm under penalty of perjury that the required insurance on the project remains in place and said insurance has not been cancelled.

(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 $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.

(d) Professional Liability insurance with a minimum limit of $1,000,000 per claim and policy aggregate. If coverage is on a claims made basis it shall be maintained for at least three (3) years following completion of the work.

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 Consultant 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 Consultant 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 Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant 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 Consultant for the City. The Consultant'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 Consultant must deliver certificates evidencing existence of the insurance listed above to the City prior to the time the contract is signed.

CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT'S insurance and shall not contribute with it.

15. **TERMINATION OF AGREEMENT.**

City may terminate this Agreement at any time for any reason by giving at least fifteen (15) days' notice in writing to Consultant.

Termination by City for Default of Consultant

Should Consultant default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purpose of this section, material breach of this Agreement 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 Consultant, dishonesty or theft.

In the Event of Termination

If this Agreement is terminated pursuant to this section, Consultant 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. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. **CERTIFIED PAYROLL REQUIREMENT.**

For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. **INDEMNITY.**

The Consultant 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 Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant'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 Consultant to procure and maintain a policy of insurance.

18. **DISPUTE RESOLUTION.**

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The "fast track' rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitration not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the "fast track" rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.

The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation costs and fees) against any party. This limitation of the arbitrator's powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Consultant shall include in all subcontracts a specification whereby the subcontractor consents to being joined in arbitration between City and Consultant involving the work of the subcontractor to be joined. Consultant's failure to do so shall be a breach of this Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

19. **ENTIRE AGREEMENT.**

This Agreement and its exhibits contain the entire understanding between Consultant and City. Additional or new terms contained in this Agreement which vary from Consultant's proposal are controlling and are deemed accepted by Consultant by shipment of any article or other commencement of performance hereunder. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

20. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. **WAIVER.**

The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

22. **AUDIT.**

The City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Consultant services. City's representative shall have the right to reproduce any of the aforesaid documents.

23. **GOVERNING LAW.**

This Agreement shall be governed according to the laws of the State of California and both parties submit irrevocably to the jurisdiction of Stanislaus County, California. .

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk on the _____ day of _____, 2014, and Management Partners Inc._has caused this Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

By _____
GREG NYHOFF, City Manager

ATTEST:

By _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, Interim City Attorney

APPROVED AS TO FORM:

By _____
MARY AKIN, Risk Manager

2273398.1

MANAGEMENT PARTNERS INC.,
a California corporation*

By _____ President & CEO
Name Title

By _____ Vice-president
Name Title

(Seal)

Consultant's Federal ID #_____

** 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

Exhibit A

Scope of Work

Management Partners

May 7, 2014

Mr. Joe Lopez
Human Resources Director
City of Modesto
1010 10th Street
Modesto, CA 95354

Dear Mr. Lopez:

Thank you for the opportunity to submit a proposal to provide management consulting assistance to the City of Modesto in the interim city manager role. Management Partners has the expertise and skills necessary to provide this consulting expertise and we would be pleased to do so. Jim Holgersson, Partner with our firm, will serve as interim city manager.

About Management Partners
Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm headquartered in Cincinnati, Ohio, with offices in San Jose and Costa Mesa, California. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our almost 20 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in the public sector. As a result, we have a bias for producing value-added work for each client that will be actionable, and will be implemented.

The firm is staffed with about 70 professionals who are experienced public service managers as well as qualified management consultants. This group includes generalists as well as subject-matter experts. Our consultants have years of experience working in all aspects of local government management and have built a track record of extraordinary quality service for our clients.

The firm has extensive experience helping improve both the efficiency and effectiveness of local government services. We have completed organizational staffing and improvement projects in virtually every type of local government service, including reviews of entire governments as well as selected studies of individual departments and functional activities.

Management Partners' services include everything required to support a local government leader, elected or appointed. Our full range of services includes the following:

- Interim Management – Assists government leaders by providing executive staff during transitional periods. Rather than just "treading water," our approach to interim management combines continuation services along with organizational effectiveness analysis to provide a solid foundation for a new permanent employee.
- Organizational Analysis and Performance Audits – Also called efficiency studies and organizational reviews, identifies improvements to an operation's efficiency and effectiveness.
- Performance Management – Encompasses a wide range of management tools that can be and often are developed independently of one another, including: performance management and measurement, process management, performance budgeting, employee performance evaluation and strategic and process benchmarking.
- Process Improvement – Examines the processes by which customers are served, an important technique for developing a program for operations improvement, including process mapping.
- Strategic and Business Planning – Can be an important tool for focusing the efforts of an organization and fostering communication between leaders, staff and important stakeholder groups.
- Financial Planning, Budgeting and Analysis – Assists clients in analyzing their finances and planning for the effective and efficient use of taxpayer or customer dollars.
- Organizational Development and Training – Helps clients develop organizational capacity, a key to developing high performance organizations. Services include executive coaching, customer service training, employee and customer surveys and conflict management workshops.
- Sharing and Consolidation of Services – Offers a more efficient way to provide services, particularly on a regional basis. Options range from the complete integration of previously separate jurisdictions to sharing or consolidating the management of individually delivered services and operations.
- Executive Recruitment – Identifies top candidates for chief executive officer positions and department director level jobs in local governments.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. Each of our projects is individually tailored to the unique needs of the client. We have a deep understanding of the service environment of local government and we are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

Understanding of the Engagement

We understand the city manager is leaving for a new position and the City of Modesto is in need of interim city manager services. The City will be recruiting for a permanent city manager, which is likely to take four to six months. During the recruitment period, the City is in need of expert consulting assistance by Management Partners in the chief executive role to provide management advice to the organization and City Council.

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 Jim Holgersson to this engagement. His qualifications are attached. Jim will work for and at the direction of Management Partners, while providing expert consulting advice and services to your satisfaction. Management Partners 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.

In addition to Jim Holgersson, Management Partners has other consultants available to provide expert advice to the City of Modesto. In particular, if there is an interest in financial analysis and advice, we have several experts who can assist. The following table lists several consultants available to assist on this engagement, as needed. Their bios are shown on our website at www.managementpartners.com. Others from our team are also available, representing all disciplines of city government.

	Public Safety	Public Works, Transportation, and Commerce	Community Development	Culture and Recreation	Policy, Administration and Finance
Andrew Belknap, Regional Vice President	✓	✓	✓	✓	✓
Jan Perkins, Senior Partner	✓	✓	✓	✓	✓
Lynn Dantzker, Senior Manager			✓		✓
Bob Leland, Special Advisor (Finance)					✓

Fee Proposal

Management Partners will provide interim management consulting services at a rate of $24,000 per month plus expenses. We anticipate expenses to consist of mileage and hotel costs.

Other consultants will be provided on an as-needed basis as requested by the City at their regular hourly rates, ranging from $55 to $250 per hour depending on the individual assigned to the project. The following hourly rates shall be used as a guide:

Associate	Hourly Rate
Regional Vice President	$ 250
Senior Partner	220
Special Advisor	190
Senior Manager	175
Senior Management Advisor	140
Management Advisor	95
Management Analyst	75
Staff Assistant	55

Hourly rates are subject to periodic adjustment on a company-wide basis.

We appreciate the opportunity to be of assistance to the City of Modesto. Please feel free to contact either Jan Perkins (949-202-8870) or me if you have any questions about this proposal.

Sincerely,

Gerald E. Newfarmer
President and CEO

JAMES N. HOLGERSSON

James (Jim) Nils Holgersson, Partner, is a seasoned manager with more than 35 years of experience in the public and private sectors. His record as a key executive in six diverse communities across five states has provided him with an understanding of the management challenges modern communities face and how to resolve them.

Prior to joining Management Partners, Jim worked in local government, a non-profit organization and as a private sector consultant. Jim's extensive public management experience includes: senior administrative assistant with the City of Davenport, Iowa, where he focused in personnel, budget and improving city service operations; city administrator of Germantown, Tennessee, a quickly growing community east of Memphis where he implemented long-term planning and development, fiscal impact analysis and pursued organizational improvement and development; city manager of Kalamazoo, Michigan, where the top priorities included economic development, redevelopment, and neighborhood development; and city manager of Waco, Texas, where the management focus was on economic development, redevelopment, neighborhood organizing, long-term finance and driving organizational improvements.

As executive director of the Rapoport Foundation, a Texas-based non-profit organization, Jim worked to fulfill the Foundation's mission that "seeks innovative solutions to intractable and persistent problems and strives to cultivate emerging talents and promising models while leveraging community resources." While serving as deputy city manager of San Jose, California, Jim's primary responsibility was developing neighborhood-centric service delivery and integrating the operating departments that provide services to the neighborhoods. Finally, as city manager of Arlington, Texas, Jim established a performance-based, results-oriented organization, promoting innovation, while managing the City through the 2008 fiscal crisis. He also had the opportunity to oversee the development and construction of Cowboy Stadium.

Jim's areas of expertise include organizational development, human resource management, labor relations, performance management, workforce development, economic development, neighborhood development, financial management, long-term strategic planning and implementation and vast experience with the many services municipalities provide.

He has been active in the International City/County Management Association (ICMA), Texas City Management Association, Michigan City Management Association and the Iowa City Management Association. He served as president of the Tennessee City Management Association, was chair of the ICMA Center for Performance Management, was a board member of The Alliance for Innovation, and a chaired the ICMA Committee on Diversity.

Jim earned his bachelor's degree from Augustana College in Rock Island, Illinois, and a master's degree in public administration from the University of Arkansas in Fayetteville, Arkansas. He has lived in Sweden and studied abroad in England and Germany as well as participated in Sister City exchanges in Russia, Japan and Germany.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-186

Print

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MEYERS, NAVE, RIBACK, SILVER & WILSON ("MEYERS NAVE"), A PROFESSIONAL LAW FIRM, TO PROVIDE CITY ATTORNEY SERVICES FOR THE CITY, AND APPOINT ADAM LINDGREN AS CITY ATTORNEY

WHEREAS, the City Attorney provided her resignation on September 15, 2013 and her last day of service was November 15, 2013 with her last day in office as November 8, 2013, and

WHEREAS, Meyers Nave has served in an interim City Attorney capacity since that time, and

WHEREAS, the City Council needs to appoint a permanent City Attorney to fill the role of City Attorney within City service, and

WHEREAS, the City Council has concluded that the work performed by Meyers Nave has been outstanding, and

WHEREAS, the City Council met in closed session to discuss the terms of the contract and directed the City Manager and Human Resources Director to negotiate and execute an agreement with Meyers Nave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement with Meyers Nave, a professional law firm, to provide City Attorney services with the City, and appoint Adam Lindgren as City Attorney, and authorizes the City Manager to execute the agreement in a form substantially similar to that **attached** 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 13th day of May, 2014, 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: _____
TARA M. MAZZANTI, Sr. Deputy City Attorney

LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this "**Agreement**")is made and entered into on the ___ day of May, 2014 ("**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 **MEYERS, NAVE, RIBACK, SILVER AND WILSON**, a California professional corporation ("**Attorney**"), located at 555 Capitol Mall, Suite 1200, Sacramento, California 95814. 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 as 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**"):

Adam U. Lindgren is employed by Attorney and will serve as City Attorney. Jose M. Sanchez is employed by Attorney and will serve as Chief Assistant City Attorney. Other attorneys employed by Attorney will serve as Special Council.

As City Attorney, Adam U. Lindgren and will perform all the services required and authorized by law as City Attorney, including, but not limited to: (i) providing legal advice; (ii) litigating to assert or defend the City; (iii) serving as a Charter Officer and Department Head in the administrative and managerial affairs of the City; (iv) deciding which attorneys to retain or assign to provide any and all legal services of the City, whether employed by the City, in Meyers Nave, or in another law firm or agency; (v) serving as the supervisor and making staffing decisions for employees in the City Attorney's Office. The assignment and reassignment of work by Attorney is authorized to include modification or termination of existing outside counsel agreements, and, subject to applicable City personnel laws, City staffing decisions.

Attorney will perform all the City's legal services, unless Attorney approves the assignment of such work to another attorney employed by the City, another law firm or agency.

b. **Term:** This Agreement shall become effective on the Effective Date, and shall continue in effect until terminated as provided in Section 7.

2. Fees and Costs.

a. **Hourly Rates:**

Principal	$275 – $365 per hour
Of Counsel	$275 - $300 per hour
Associate	$225 - $275 per hour
Paralegal	$150 per hour
Consultants and Law Clerks	$75 - $150 per hour
Services reimbursed to the City by third parties	market rate

The particular rates charged within the above ranges will depend on the experience of the attorney and the subject matter.

All of the foregoing rates shall automatically be adjusted effective June 1 of each year to reflect the percentage change in the Urban Wage Earners and Clerical Workers for San Francisco Consumer Price Index between February of the preceding year and February of the then current year, provided, however, that the reported change in each category shall be rounded up or down to the nearest $5 per hour.

Travel time will be discounted 10% from the above rates.

As City Attorney, Attorney will work closely with the City Manager to endeavor to manage the City's total legal costs to City approved budgets, including fees and costs paid to Attorney.

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls by Attorney. Litigation costs and expenses for statutory fees,

witness fees, reporters' per diem and stenographic transcriptions, photocopying, jury fees, electronic research, travel, 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 advised.

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 sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of City. Attorney may add a late payment charge of 1.5% per month to invoices not paid within sixty (60) days.

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 an individual 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 understands that it is employing Attorney, particularly, Adam U. Lindgren and Jose M. Sanchez, in critical part to serve in leadership and managerial roles for the City that will require them to participate in conferences and meetings with City staff, attorneys and staff employed by the City, and attorneys in other firms. Attorney will be paid for such meetings. City also 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. City will not pay for conferences which are instructional or administrative.

(5) City will not pay for local telephone calls, incoming facsimiles, regular postage, time spent on filing, calendaring, indexing pleadings, secretarial conferences with Clerks of court or court reporters, secretarial proofreading, re-drafting due to substandard work, or opening, organizing or closing files. 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.

(6) City will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

d. Budget:

i. City acknowledges that the total cost of legal services of the City are a result of complex factors, many of which are beyond the control of Attorney. As City Attorney, Attorney will work closely with the City Manager and City Finance Department staff to create new tools to monitor the cost and efficiency of legal services to the City, and to endeavor to manage the City's total legal costs, including fees and costs paid to Attorney, to be within or below City approved budgets. Attorney

shall have the authority, in consultation with the City Manager, to reallocate and reassign funds from and among various line items in the City budget for the City Attorney's Office or identified for disbursement to attorneys of the City. Should it become reasonably apparent to Attorney that the actual billings will exceed budgeted funds for the City Attorney's Office estimate of anticipated legal costs and fees, Attorney shall notify City thereof in advance and shall submit a revised written budget estimate and request for City's approval.

3. **Reporting.**

   a. Attorney will endeavor to provide City Council and/or City Representative with status reports and evaluations of major litigation and projects approximately every four months (4) months.

   b. Attorney shall provide to City Representative an electronic version of all agreements, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney's office.

   c. In the event that Attorney's handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney's plan for further handling of the matter, and the estimated length of time to conclude the matter.

4. **City Representative.** The City Manager, or the City Manager'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 and Indemnification.** 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. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

      iii. Workers' Compensation as required by the Labor Code of the State of

California, and Employers' Liability Insurance:

iv. 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. **Automobile Liability:** $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

iii. **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.

iv. **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 and Automobile Liability Coverages:**

(1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) 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 policies 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 five (5) 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 Withholding:** 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.

h. **Indemnity:** City acknowledges that Meyers Nave is being appointed as City Attorney, Chief Assistant City Attorney and Special Counsel pursuant to the authority of Government Code section 36505, and has the authority of that office. Accordingly, the City is responsible under Government Code section 825 for providing a defense for Attorney, including the City Attorney, Assistant City Attorney and Special Counsel for actions within the scope of its engagement hereunder.

6. 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 the City Manager not less than thirty (30) 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 fifteen (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; or (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. If Attorney terminates Services, City agree 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 before our services formally ceased.

7. 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 based upon any contention by any of Attorney's employees or by any third party, including but not limited to any state or federal agency, 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 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 they have 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 exists. Our firm represents many public agencies in California, Nevada and Arizona. Since 1986, we have represented over 700 public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from the City of Modesto.

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. **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.

f. **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.

g. **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.

h. **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.

i. **Attorneys' Fees.** In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys' fees.

j. **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.

k. **Notice.** 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:
Attention: City Manager
Contact Information:
1010 Tenth Street, 6th Floor
Modesto, CA 95353
Phone: (209) 577-5288
Fax: (209) 544-8260

To: Attorney:
Attention: Adam Lindgren
Contact Information:
555 Capitol Avenue, Suite 1200
Sacramento, CA 95814
Phone: (916) 566-1531
Fax: (916) 556-1516

8. **Entire Agreement.** 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.

9. **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 Manager

APPROVED TO AS FORM:

_____
Attorney

ATTEST:

_____
City Clerk

[Signatures Continued on Next Page.]

ATTORNEY:
MEYERS, NAVE, RIBACK, SILVER AND WILSON,
a California 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

_____
Adam U. Lindgren, Principal

2269170.1

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-187

Print

A RESOLUTION ACCEPTING THE CALIFORNIA MARIJUANA ERADICATION GRANT FROM THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION IN THE AMOUNT OF $40,000 FOR THE STANISLAUS COUNTY DRUG ENFORCEMENT AGENCY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY GRANT DOCUMENTS

WHEREAS, on April 14, 2014, the Stanislaus Drug Enforcement Agency (SDEA) was awarded the Domestic Cannabis Eradication/Suppression Program Marijuana Eradication Grant in the amount of $40,000, 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, 2014 through December 31, 2014, 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 Adminsitration in the amount of $40,000.

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-188

Print

A RESOLUTION AMENDING THE STANISLAUS COUNTY DRUG ENFORCEMENT AGENCY'S FISCAL YEAR 2014/15 MULTI-YEAR OPERATING BUDGET ESTIMATING REVENUE IN THE AMOUNT OF $40,000 FROM THE U. S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION MARIJUANA ERADICATION GRANT

WHEREAS, on April 14, 2014, the Stanislaus Drug Enforcement Agency (SDEA) was awarded the Domestic Cannabis Eradication/Suppression Program Marijuana Eradication Grant in the amount of $40,000, 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, 2014 through December 31, 2014,

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 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

Attachment A: Budget Adjustment

Fund 6600: 2014/15 Multiyear

	Expense:		
To:	100820 – Appro. C	$ 17,000	Other Insurance
	100820 – Appro. C	8,000	Services City Forces Interfund
	100820 – Appro. C	13,000	Fuel & Oil Lubricants
	100820 – Appro. C	2,000	Police Equipment <$5,000
	Total	$40,000	
	Revenue:		
To:	6600-89999-42090-100820	40,000	Intergovernmental-Federal

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-189

RESOLUTION ACCEPTING AN INFORMATIONAL REPORT ON EPAYABLES IMPLEMENTATION AND AMENDING THE FY 2013-2014 FINANCE DEPARTMENT OPERATING BUDGET TO ADD $65,347 OF NEW REVENUES FROM THE EPAYABLES CASH PAYOUT INCENTIVE FUNDING IN THE ACCOUNTING DIVISION TO FUND ONE ACCOUNT TECHNICIAN

WHEREAS, on July 2, 2013 the Council approved the banking services agreement with Bank of America Merrill Lynch to provide the City's treasury services, and

WHEREAS, part of this agreement was for the City of Modesto to move towards fully utilizing electronic payments for the City's vendors, and

WHEREAS, the City has successfully implemented the Bank of America's ePayables service which is an electronic payment product targeting non-payroll, accounts payable vendor check disbursements, and

WHEREAS, annual cash incentive payouts for use of this service through Bank of America will result in approximately $130,000 in additional revenues in the first fiscal year of implementation, and

WHEREAS, additional checks and balances will need to be carried out to ensure that transactions are accurate and accounted for correctly resulting in additional workload, and

WHEREAS, the annual salary and benefits for the Account Technician position are $65,347 per year, and

WHEREAS, funding for this position will be offset by the additional revenues received from the annual cash payout incentive for use of the ePayables service.

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

that it hereby approves a budget adjustment to the FY 2013-14 Finance Department Operating Budget in the amount of $65,347 in the Accounting Division to fund one Account Technician with additional revenues received from the ePayables cash payout incentive.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 13th day of May, 2014 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-190

RESOLUTION AMENDING THE FY 2013-2014 POSITION ALLOCATION FOR THE FINANCE DEPARTMENT TO ADD 1.0 FULL-TIME ACCOUNT TECHNICIAN FOR THE MANAGING AND PROCESSING OF THE EPAYABLES PAYMENT FUNCTION

WHEREAS, on July 2, 2013 the Council approved the banking services agreement with Bank of America Merrill Lynch to provide the City's treasury services, and

WHEREAS, part of this agreement was for the City of Modesto to move towards fully utilizing electronic payments for the City's vendors, and

WHEREAS, the City has successfully implemented the Bank of America's ePayables service which is an electronic payment product targeting non-payroll, accounts payable vendor check disbursements, and

WHEREAS, annual cash incentive payouts for use of this service through Bank of America will result in approximately $130,000 in additional revenues in the first fiscal year of implementation, and

WHEREAS, additional checks and balances will need to be carried out to ensure that transactions are accurate and accounted for correctly resulting in additional workload, and

WHEREAS, the annual salary and benefits for the Account Technician position are $65,347 per year, and

WHEREAS, funding for this position will be offset by the additional revenues received from the annual cash payout incentive for use of the ePayables service.

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

that it hereby approves an increase in the FY 2013-14 Position Allocation for the Finance Department of one full-time Account Technician.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 13th day of May, 2014 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-191

A RESOLUTION IMPLEMENTING A NEW PROGRAM THAT WILL USE ASPHALT TO PATCH SIDEWALK TRIP HAZARDS WITHIN RESIDENTIAL NEIGHBORHOODS IN PLACE OF THE CURRENT PROGRAM OF REMOVING AND REPLACING SIDEWALKS WITH CONCRETE

WHEREAS, the City of Modesto has 1,438 miles of sidewalk, 1,378 miles of curb and gutter and currently has a 7 year backlog of repairs, and

WHEREAS, the miles of sidewalk, curb and gutters with varied needs, rehabilitation and repair efforts of the sidewalk system are critical and necessary, and;

WHEREAS, the process of removing concrete, cutting tree roots, placing forms and pouring concrete is costly and labor intensive, and

WHEREAS, in an effort to reduce liability in a more timely and cost effective manner, staff is recommending asphalt ramping of raised sidewalks in lieu of removal and repair. Using asphalt to patch the sidewalks instead of removing and replacing the concrete will reduce material and labor costs per repair, and

WHEREAS, staff is recommending implantation of asphalt ramping in residential neighborhoods only. The Downtown Business district will continue to be repaired in the traditional manner, and

WHEREAS, this method will used to mitigate safety hazards, if sidewalk repair work is needed for another purpose both methods will be looked at as an option, and

WHEREAS, should the property owner disagree with the use of asphalt ramping they may opt to repair the sidewalk at their own expense and will be given a no-fee permit. Staff will continue research on how best to implement and publicize this option, and

WHEREAS, staff anticipates that the amount of temporary repairs using asphalt will decrease trips hazards approximately 4 times faster than the current method of removing and replacing the sidewalk, and

WHEREAS, this recommendation will apply until such time as the City has funds again sufficient to maintain sidewalks in the former manner with an acceptable backlog.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes implementing a new program that will use asphalt to patch sidewalk trip hazards within residential neighborhoods in place of the current program of removing and replacing sidewalks with concrete;

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of May, 2014, 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 LINDGREN, Interim City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-192

A RESOLUTION APPROVING AN AGREEMENT WITH STORER TRANSIT SYSTEMS, INC., MODESTO, CA (STORER), TO FURNISH DIAL-A-RIDE SERVICES FOR A FIVE (5) YEAR PERIOD WITH ONE (1) ONE-YEAR EXTENSION OPTION AT THE SOLE DISCRETION OF THE CITY, FOR AN ESTIMATED ANNUAL COST OF $3,234,303, AND OVER A FIVE (5) YEAR PERIOD FOR A TOTAL COST OF $16,171,515, SUBJECT TO ANNUAL CPI ADJUSTMENTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A FINAL AGREEMENT WITH STORER

WHEREAS, the existing agreement for the operation of Dial-A-Ride service expires June 27, 2014, and

WHEREAS, the City wishes to continue providing Dial-A-Ride service to residents of Modesto and the surrounding area, and

WHEREAS, City staff conducted a competitive procurement for a contract to provide Dial-A-Ride service for a five-year period with an option for a one year extension at the City's sole discretion, and

WHEREAS, a staff panel ranked Storer's proposal highest as the result of the competitive procurement process and the City Council authorized City staff on January 31, 2014 to negotiate an agreement with Storer, and

WHEREAS, staff negotiated an agreement with Storer that is ready for execution by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Storer Transit Systems, Inc., Modesto, CA, to furnish Dial-A-Ride services for a five (5) year period with one (1) one-year extension option at the sole discretion of the City, for an estimated annual cost of $3,234,303, and

over a five (5) year period for a total cost of $16,171,515, subject to annual CPI adjustments.

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

The following resolution was introduced at a regular meeting of the Council of the City of Modesto on the 13th day of May, 2014, by Councilmember Cogdill, 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 LINDGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-193

Print

RESOLUTION RE-APPOINTING DENZIL WALKER TO THE CITY OF MODESTO LANDMARK PRESERVATION 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 May 7, 2014, and recommended re-appointment of Denzil Walker to the Landmark Preservation Commission.

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

SECTION 1. Denzil Walker is hereby re-appointed to the Landmark Preservation Commission for a second term with a term expiration of January 1, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Landmark Preservation 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 27th day of May, 2014, 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. 2014-194

RESOLUTION RE-APPOINTING BARRATT LIPOMI TO THE CITY OF MODESTO LANDMARK PRESERVATION 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 May 7, 2014, and recommended re-appointment of Barratt Lipomi to the Landmark Preservation Commission.

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

SECTION 1. Barratt Lipomi is hereby re-appointed to the Landmark Preservation Commission for a second term with a term expiration of January 1, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Landmark Preservation 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 27th day of May, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-195

Print

RESOLUTION RE-APPOINTING KENT FAULKNER TO THE CITY OF MODESTO LANDMARK PRESERVATION 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 May 7, 2014, and recommended re-appointment of Kent Faulkner to the Landmark Preservation Commission.

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

SECTION 1. Kent Faulkner is hereby re-appointed to the Landmark Preservation Commission for a second term with a term expiration of January 1, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Landmark Preservation 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 27th day of May, 2014, 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. 2014-196

RESOLUTION RE-APPOINTING KATE TROMPETTER TO THE CITY OF MODESTO CULTURAL 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 May 7, 2014, and recommended re-appointment of Kate Trompetter to the Cultural Commission.

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

SECTION 1. Kate Trompetter is hereby re-appointed to the Cultural Commission for a second term with a term expiration of January 1, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Cultural 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 27th day of May, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-197

Print

RESOLUTION AUTHORIZING MODESTO SISTER CITIES INTERNATIONAL TO REPRESENT THE CITY AS ITS OFFICIAL ENVOY ON TRIPS RELATED TO FELLOWSHIP

WHEREAS, in the late 1950s and 1960s, the City of Modesto established its first sister city relationship with Barranquilla, Columbia; the relationship later lapsed, and

WHEREAS, in 1983 the City entered into a sister city relationship with Vernon, Canada, and

WHEREAS, in 1985 the Modesto City Council created the International Friendship Committee ("IFC") to manage its relationship with Vernon, Canada, and

WHEREAS, the IFC, under the direction of the City Council, entered into sister city relationships with Khmelnitsky, Ukraine in 1987; with Kurume, Japan in 1992; with Vijayawada, India in 1993; and Aguascalientes, Mexico in 1995, and

WHEREAS, in 1994 the City requested that IFC transition to a 501(c)(3) nonprofit organization to enable IFC to supplement its City-funded budget, and

WHEREAS in 1996 Modesto Sister Cities International ("MSCI") was formed as a non-profit corporation and is dedicated to the promotion of international cultural and social relations, education, and commerce in order to foster mutual understanding, goodwill, and the opportunity for services in the human interest; and coordination and implementation of the City's Sister City Program, and

WHEREAS, the City has charged MSCI with coordination and implementation of the City's Sister City Program, including attendance on the City's behalf at Sister City events held to encourage goodwill and fellowship between the City and its Sister Cities; and

WHEREAS, the City desires to authorize MSCI to represent the City as its official envoy during these fellowship events, although it does not wish to authorize MSCI to represent the City in any legally binding agreements, contracts, or decisions of any kind.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes Modesto Sister Cities International to represent itself as the City's official envoy for purposes of trips related to sister cities fellowship, education, and goodwill, but not for purposes of acting as the City's agent in any legally binding matter or contract.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 27th day of May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-198

RESOLUTION APPROVING A PARCEL MAP FOR THREE LOTS ON HASHEM DRIVE; AUTHORIZING THE CITY CLERK TO CERTIFY THE EASEMENT ABANDONMENTS ON THE PARCEL MAP, AND RECORD IT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, WEST COAST FINACIAL, LLC., is in possession of 3 properties located at 3105, 3113, and 3117 Hashem Drive in the City of Modesto, County of Stanislaus, consisting of 1.10 acres, and

WHEREAS, the Subdivision Map Act sections, 66499.20.2 and 66445 (j) requires public easements being abandoned to be certified by the City Clerk

WHEREAS, a certificate to remove the old easements was added to the map to be signed by the City Clerk after approval by the City Council, and

WHEREAS, a Vesting Tentative Parcel Map of said properties was approved via Resolution No. 2014-01 by the Planning Commission of the City of Modesto on January 27, 2014, and

WHEREAS, the Secretary of the Planning Commission of the City of Modesto has certified that the Parcel Map of said property substantially conforms to the approved Tentative Map, and

WHEREAS, the City Engineer of the City of Modesto has certified that the Parcel Map of said property meets all of the provisions of the California Subdivision Map Act and the provisions of the Modesto Municipal Code relating to map, and

WHEREAS, the City Associate Land Surveyor has certified that the Parcel Map is technically correct,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said Parcel Map be approved; that the dedications and the abandonments for public easements as shown thereon within the boundaries of said tract be accepted on behalf of the public for public use; and that the City Clerk be authorized to certify the map of said property 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 27th day of May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-199

RESOLUTION APPROVING THE SALE OF GATEWAY VILLAGE FROM PARADISE ROAD PARTNERS TO SELF-HELP COMMUNITIES 1, LLC

WHEREAS, Gateway Village is a 48-unit multifamily affordable housing development built in 1996-1997 and placed in service May 1, 1997, and

WHEREAS, on September 12, 1995 the RDA, by Resolution No. 17-95 authorized the allocation of $70,000 in RDA funds, and

WHEREAS, on April 2, 1996, by Resolution No. 96-157, the City of Modesto approved a Home Investment Partnerships Program (HOME) loan in the amount of $750,000 for the development of Gateway Village, and

WHEREAS, on April 23, 1996 the City of Modesto, by Resolution No. 96-205, approved a CFF exemption in the amount of $115,920 for the development of Gateway Village, and

WHERAS, Paradise Road Partners is a California Limited Partnership, its general partner is Solinas Village, Inc., wholly controlled subsidiary of Self-Help enterprises, and

WHEREAS, on May 17, 1996, the City of Modesto entered into an agreement with Paradise Road Partners for a HOME loan in the amount of $750,000 and a Capital Facilities Fees Exemption Agreement in the amount of $115,920, to develop Gateway Village, and

WHEREAS, on May 17, 1996 the former Redevelopment Agency (RDA) entered into an agreement with Paradise Road Partners for a construction loan in the amount of $70,000, and

WHEREAS, the Gateway Village project is owned by Paradise Road Partners, a California Limited Partnership, and

WHEREAS, the Gateway Village is operated Solinas Village, Inc., a wholly controlled subsidiary corporation of Self Help Enterprises (SHE), and

WHEREAS, the investing limited partner for Low Income Housing Tax Credit advantage is Edison Capital, and

WHEREAS, the compliance requirement to be in partnership for 15 years has now expired, and

WHEREAS, Edison Capital is requiring Gateway Village property be sold for tax benefits, and

WHEREAS, a limited liability company, Self-Help Communities 1 LLC (SHE LLC) of which SHE is the sole member and manager, desires to purchase, manage and preserve the project to serve lower income families, and

WHEREAS, there is a hard debt now held by Pacific Life and SHE desires to loan the LLC funds to pay off this hard debt and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, by this action the City will hold first lien position on City/RDA loans with all regulatory agreements remaining in place, and

WHEREAS, the SHE loan will be junior to all City loans, and

WHEREAS, the amount of the loan will only be in an amount sufficient to pay off Pacific Life and associated closing costs connected to this transaction, and

WHEREAS, all affordability covenants will remain in place, and

WHEREAS, SHE is requesting the City of Modesto approve the sale of the property located at 800 Paradise Road, Modesto, also known as Gateway Village, to a wholly controlled entity of SHE, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the sale of Gateway Village from Paradise Road Partners to Self-Help Communities 1, LLC.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of May, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-200

Print

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO TRANSFER HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) LOAN DOCUMENTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, Gateway Village is a 48-unit multifamily affordable housing development built in 1996-1997 and placed in service May 1, 1997, and

WHEREAS, on September 12, 1995 the RDA, by Resolution No. 17-95 authorized the allocation of $70,000 in RDA funds, and

WHEREAS, on April 2, 1996, by Resolution No. 96-157, the City of Modesto approved a Home Investment Partnerships Program (HOME) loan in the amount of $750,000 for the development of Gateway Village, and

WHEREAS, on April 23, 1996 the City of Modesto, by Resolution No. 96-205, approved a CFF exemption in the amount of $115,920 for the development of Gateway Village, and

WHEREAS, Paradise Road Partners is a California Limited Partnership, its general partner is Solinas Village, Inc, wholly controlled subsidiary of Self-Help enterprises, and

WHEREAS, on May 17, 1996, the City of Modesto entered into an agreement with Paradise Road Partners for a HOME loan in the amount of $750,000 and a Capital Facilities Fees Exemption Agreement in the amount of $115,920, to develop Gateway Village, and

WHEREAS, on May 17, 1996 the former Redevelopment Agency (RDA) entered into an agreement with Paradise Road Partners for a construction loan in the amount of $70,000, and

WHEREAS, the Gateway Village project is owned by Paradise Road Partners, a California Limited Partnership, and

WHEREAS, the Gateway Village is operated Solinas Village, Inc., a wholly controlled subsidiary corporation of Self Help Enterprises (SHE), and

WHEREAS, the investing limited partner for Low Income Housing Tax Credit advantage is Edison Capital, and

WEHREAS, the compliance requirement to be in partnership for 15 years has now expired, and

WHEREAS, Edison Capital is requiring Gateway Village property be sold for tax benefits, and

WHEREAS, a limited liability company, Self-Help Communities 1 LLC (SHE LLC) of which SHE is the sole member and manager, desires to purchase, manage and preserve the project to serve lower income families, and

WHEREAS, there is a hard debt now held by Pacific Life and SHE desires to loan the LLC funds to pay off this hard debt and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, SHE desires to loan the LLC funds to pay off this loan and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, by this action the City will hold first lien position on City/RDA loans with all regulatory agreements remaining in place, and

WHEREAS, the SHE loan will be junior to all City loans, and

WHEREAS, the amount of the loan will only be in an amount sufficient to pay off Pacific Life and associated closing costs connected to this transaction, and

WHEREAS, all affordability covenants will remain in place, and

WHEREAS, at the time of sale the existing permanent debt will be paid off by a loan from SHE to SHE, LLC purchasing entity, and

WHEREAS, SHE requests the City of Modesto approve the sale of the property located at 800 Paradise Road, Modesto, also known as Gateway Village, to a wholly controlled entity of SHE, and

WHEREAS, at the time of sale the existing Low Income Housing Tax Credit advantage loan held by Edison Capital will also be paid off by a loan from SHE, and

WHEREAS, SHE requests City approve an Assignment and Assumption Agreement and Consent to Transfer the HOME Loan to Self-Help Communities 1, LLC, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement and Consent to Transfer HOME Investment Partnerships Program (HOME) Loan Documents and authorizing the City Manager, or his designee, to execute 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 May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-201

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO TRANSFER RDA LOAN DOCUMENTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, Gateway Village is a 48-unit multifamily affordable housing development built in 1996-1997 and placed in service May 1, 1997, and

WHEREAS, on September 12, 1995 the RDA, by Resolution No. 17-95 authorized the allocation of $70,000 in RDA funds, and

WHEREAS, on April 2, 1996, by Resolution No. 96-157, the City of Modesto approved a Home Investment Partnerships Program (HOME) loan in the amount of $750,000 for the development of Gateway Village, and

WHEREAS, on April 23, 1996 the City of Modesto, by Resolution No. 96-205, approved a CFF exemption in the amount of $115,920 for the development of Gateway Village, and

WHEREAS, Paradise Road Partners is a California Limited Partnership, its general partner is Solinas Village, Inc., wholly controlled subsidiary of Self-Help enterprises, and

WHEREAS, on May 17, 1996, the City of Modesto entered into an agreement with Paradise Road Partners for a HOME loan in the amount of $750,000 and a Capital Facilities Fees Exemption Agreement in the amount of $115,920, to develop Gateway Village, and

WHEREAS, on May 17, 1996 the former Redevelopment Agency (RDA) entered into an agreement with Paradise Road Partners for a construction loan in the amount of $70,000, and

WHEREAS, the Gateway Village project is owned by Paradise Road Partners, a California Limited Partnership, and

WHEREAS, the Gateway Village is operated Solinas Village, Inc., a wholly controlled subsidiary corporation of Self Help Enterprises (SHE), and

WHEREAS, the investing limited partner for Low Income Housing Tax Credit advantage is Edison Capital, and

WEHREAS, the compliance requirement to be in partnership for 15 years has now expired, and

WHEREAS, Edison Capital is requiring Gateway Village property be sold for tax benefits, and

WHEREAS, a limited liability company, Self-Help Communities 1 LLC (SHE LLC) of which SHE is the sole member and manager, desires to purchase, manage and preserve the project for serving lower income families, and

WHEREAS, there is a hard debt now held by Pacific Life and SHE desires to loan the LLC funds to pay off this hard debt and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, SHE desires to loan the LLC funds to pay off this loan and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, by this action the City will hold first lien position on City/RDA loans with all regulatory agreements remaining in place, and

WHEREAS, the SHE loan will be junior to all City loans, and

WHEREAS, the amount of the loan will only be in an amount sufficient to pay off Pacific Life and associated closing costs connected to this transaction, and

WHEREAS, all affordability covenants will remain in place, and

WHEREAS, at the time of sale the existing permanent debt will be paid off by a loan from SHE to SHE, LLC purchasing entity, and

WHEREAS, SHE requests the City of Modesto approve the sale of the property located at 800 Paradise Road, Modesto, also known as Gateway Village, to a wholly controlled entity of SHE, and

WHEREAS, SHE requests City approve an Assignment and Assumption Agreement and Consent to Transfer the RDA Loan to Self-Help communities 1, LLC, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement and Consent to Transfer RDA Loan Documents and authorizing the City Manager, or his designee, to execute 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 May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-202

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO TRANSFER CFF EXPEMPTION AGREEMENT DOCUMENTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, Gateway Village is a 48-unit multifamily affordable housing development built in 1996-1997 and placed in service May 1, 1997, and

WHEREAS, on September 12, 1995 the RDA, by Resolution No. 17-95 authorized the allocation of $70,000 in RDA funds, and

WHEREAS, on April 2, 1996, by Resolution No. 96-157, the City of Modesto approved a Home Investment Partnerships Program (HOME) loan in the amount of $750,000 for the development of Gateway Village, and

WHEREAS, on April 23, 1996 the City of Modesto, by Resolution No. 96-205, approved a CFF exemption in the amount of $115,920 for the development of Gateway Village, and

WHEREAS, Paradise Road Partners is a California Limited Partnership, its general partner is Solinas Village, Inc., wholly controlled subsidiary of Self-Help enterprises, and

WHEREAS, on May 17, 1996, the City of Modesto entered into an agreement with Paradise Road Partners for a HOME loan in the amount of $750,000 and a Capital Facilities Fees Exemption Agreement in the amount of $115,920, to develop Gateway Village, and

WHEREAS, on May 17, 1996 the former Redevelopment Agency (RDA) entered into an agreement with Paradise Road Partners for a construction loan in the amount of $70,000, and

WHEREAS, the Gateway Village project is owned by Paradise Road Partners, a California Limited Partnership, and

WHEREAS, the Gateway Village is operated Solinas Village, Inc., a wholly controlled subsidiary corporation of Self Help Enterprises (SHE), and

WHEREAS, the investing limited partner for Low Income Housing Tax Credit advantage is Edison Capital, and

WEHREAS, the compliance requirement to be in partnership for 15 years has now expired, and

WHEREAS, Edison Capital is requiring Gateway Village property be sold for tax benefits, and

WHEREAS, a limited liability company, Self-Help Communities 1 LLC (SHE LLC) of which SHE is the sole member and manager, desires to purchase, manage and preserve the project for serving lower income families, and

WHEREAS, there is a hard debt now held by Pacific Life and SHE desires to loan the LLC funds to pay off this hard debt and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, SHE desires to loan the LLC funds to pay off this loan and replace it at a shorter-term, lower interest rate loan, and

WHEREAS, by this action the City will hold first lien position on City/RDA loans with all regulatory agreements remaining in place, and

WHEREAS, the SHE loan will be junior to all City loans, and

WHEREAS, the amount of the loan will only be in an amount sufficient to pay off Pacific Life and associated closing costs connected to this transaction, and

WHEREAS, all affordability covenants will remain in place, and

WHEREAS, at the time of sale the existing permanent debt will be paid off by a loan from SHE to SHE, LLC purchasing entity, and

WHEREAS, SHE requests the City of Modesto approve the sale of the property located at 800 Paradise Road, Modesto, also known as Gateway Village, to a wholly controlled entity of SHE, and

WHEREAS, SHE requests City approve an Assignment and Assumption Agreement and Consent to Transfer the CFF Exemption to Self-Help Communities 1, LLC, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Assignment and Assumption Agreement and Consent to Transfer regarding CFF Exemption Agreement Documents and authorizing the City Manager, or his designee, to execute 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 May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-203

RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF CALIFORNIA, COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING (POST), FOR UP TO $11,050, TO PROVIDE TRAINING FOR 50 STUDENTS NOT EMPLOYED BY THE CONTRACT AGENCY OR 100 STUDENTS EMPLOYED BY THE CONTRACT AGENCY IN FOUR-HOUR FORCE OPTIONS SIMULATOR COURSES AND FOR ANOTHER 50 STUDENTS IN FOUR-HOUR MOBILE FORCE OPTIONS SIMULATOR TRAINING COURSES; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Modesto Police Department acquired the Force Options Simulator (FOS) in 1999, and

WHEREAS, the FOS is a 42-foot trailer that contains state-of-the-art video technology, and

WHEREAS, the video scenarios place an officer in a position to make critical decisions regarding the use of force, and

WHEREAS, the FOS training provides the student with practical handling of volatile situations and the proper use of available force options, and

WHEREAS, the training goal is to reduce unnecessary deaths, injuries, liability costs, and improve safety overall for California law enforcement personnel and the public, and

WHEREAS, when the Police Department acquired the FOS, the State of California Commission on Peace Officer Standards and Training (POST) agreed to reimburse the Modesto Police Department for training administered via the FOS, or the Mobile FOS, and

WHEREAS, when the training is conducted locally, the FOS reimbursement is up to 50 students at a rate of $92.00 per student for students not employed by the contract

agency, and up to 100 students at a per student rate of $46 for students employed by the contract agency, and

WHEREAS, when the training is conducted outside the local area, the reimbursement is $129.00 per student, and

WHEREAS, staff estimates these reimbursements will fully cover the cost of the officer's salary, per diem, mileage, and routine maintenance expenses for the simulator and transport vehicle, and

WHEREAS, POST is requesting a renewal of the Agreement for the term July 1, 2014 through June 30, 2015,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with the State of California, Commission on Peace Officer Standards and Training (POST), for up to $11,050 to provide training for up to 50 students not employed by the contract agency or 100 students employed by the contract agency in four-hour Force Options Simulator Courses and for another 50 students in four-hour Mobile Force Options Simulator training courses,

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 May, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-204

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 2014 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 $120,247 and Stanislaus County is eligible for $31,558, 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 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 $151,805 and

WHEREAS, recommended distribution of the 2014 JAG funds are as follows:

Probation	$ 7,890
Sheriff	$ 23,669
Sheriff (Administrative Fee)	$ 3,607
Modesto Police Department	$116,640

WHEREAS, the City of Modesto will use its allocation to purchase 800 Mhz and UHF 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 $3,607 to cover the reporting costs associated with the grant, and

WHEREAS, the administrative fee reduces the City's total projected grant award to $116,640 ($120,247 less the 3% administrative fee of $3,607), 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 2014 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 27th day of May, 2014, 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 LINDREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-205

Print

RESOLUTION APPROVING THE PROPOSAL BY E & J GALLO WINERY TO CONSTRUCT A TRAFFIC SIGNAL ON STATE HIGHWAY 132 (YOSEMITE BOULEVARD) AT MORTON BOULEVARD IN THE CITY OF MODESTO

WHEREAS, Caltrans District 10 has requested the City of Modesto approve the request by E & J Gallo Winery to be allowed to construct a traffic signal on State Highway 132 (Yosemite Boulevard) at Morton Boulevard, and

WHEREAS, the signal installation at the existing 3-way intersection will provide a better and safer vehicle access to and from the Gallo campus, and

WHEREAS, the signal will provide a better and safer crossing for pedestrians crossing Morton Boulevard at Yosemite Boulevard between Gallo facilities, and

WHEREAS, the signal installation is decided based upon Caltrans' review of traffic delay, pedestrian activity, the collision history and traffic signal warrant analysis at the intersection, and

WHEREAS, the traffic signal project is exempt from environmental review under the Categorical Class III CEQA Guidelines, Section 15301, Class 2, Item C of the CEQA/NEPA requirements, and

WHEREAS, E & J Gallo Winery has indicated they will pay for construction of the traffic signal and other associated improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the proposal by E & J Gallo Winery, with Caltrans approval, to construct a new traffic signal on State Highway 132 (Yosemite Boulevard) at Morton Boulevard in Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of June, 2014, 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: _____ for
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-206

RESOLUTION AUTHORIZING STANISLAUS MULTI-CULTURAL COMMUNITY HEALTH COALITION – WEST MODESTO/KING KENNEDY NEIGHBORHOOD COLABORATIVE CERTIFICATION AS A COMMUNITY-BASED DEVELOPMENT ORGANIZATION (CBDO)

WHEREAS, the intent of the CDBG Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons, and

WHEREAS, the City of Modesto, an "Entitlement Community" receives annual formula-based allocations from HUD, and

WHEREAS, a best practice available to Entitlement Communities to ease burdensome requirements and more efficiently invest in a neighborhood is to allocate funding to a certified CBDO to carry out neighborhood revitalization, community economic development, and/or energy conservation activities at a neighborhood level, and

WHEREAS, the City of Modesto released a Request for Applications (RFA) for CBDO Certification on March 4, 2014 and the application deadline was March 31, AND

Whereas, the City of Modesto received one application submitted by the Stanislaus Multi-Cultural Community Health Coalition – West Modesto/King Kennedy Neighborhood Collaborative which meets all established criteria, and.

WHEREAS, on May 21, 2014, the Citizens' Housing & Community Development Committee (CH&CDC) recommended forwarding to City Council for approval the Stanislaus Multi-Cultural Community Health Coalition – West

Modesto/King Kennedy Neighborhood Collaborative certification as a Community-Based Development Organization (CBDO).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the Stanislaus Multi-Cultural Community Health Coalition – West Modesto/King Kennedy Neighborhood Collaborative certification as a Community-Based Development Organization (CBDO).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of June, 2014, 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: _____ for
ADAM LINDGREN, City Attorney

Print

RESCINDED

APR 14 2015

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2015-116

MODESTO CITY COUNCIL
RESOLUTION NO. 2014 -207

RESOLUTION APPROVING ADJUSTMENTS TO THE MAXIMUM RATE SCHEDULE FOR CITY RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID WASTE COLLECTION SERVICES, TO BECOME EFFECTIVE JULY 1, 2014, AND RESCINDING RESOLUTION NO. 2013-225

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

WHEREAS, staff has adjusted the fuel component and billing components of the maximum rates and has incorporated these adjustments adjustment into the schedule of

Maximum Charges for Garbage Service **attached** hereto, marked **Exhibit** "1" and incorporated herein by reference, and

WHEREAS, on June 26, 2012, the Board of Supervisors and Council approved a New Service Agreement with Covanta Stanislaus, Inc., for the operation of the Waste-to-Energy (WTE) facility, and

WHEREAS, the New Service Agreement approved by the Board of Supervisors and Council included an annual escalator in the base disposal fee at the facility, and

WHEREAS, when the annual escalator is added to the current base disposal fee, the new disposal fee would be $39.78 per ton, a $0.49 per ton increase from the current disposal fee of $39.29 per ton, and

WHEREAS, this equates to an increase of $0.07 per month on residential rates and $0.03 cubic yard on commercial bin rates (drop box rates are not affected by this increase, since most drop box waste does not get taken to the Waste-to-Energy Facility), and

WHEREAS, composting pruned refuse and forestry materials keeps them from being disposed of in landfills, thus reducing greenhouse gas emissions, and

WHEREAS, composting these materials also allows the City to claim AB 939 diversion credits, and costs significantly less than landfill disposal, and

WHEREAS, AB 341, which became effective July 1, 2012, will require the City to increase diversion through composting, and

WHEREAS, Forestry crews harvest almost half of the 18,000 tons of prunings that are currently collected for composting, and

WHEREAS, without the harvesting, collection and diversion of these materials, the City would not be able to meet the current diversion mandates of AB 939, let alone the increased diversion under AB 341, and

WHEREAS, as more materials flow to the City's compost facility from increased organics diversion, it will need the wood chips from the Forestry program to make the composting process work, and

WHEREAS, on November 25, 2008, by Resolution No. 2008-650, the Council approved the assessment of an AB 939 Green Waste Diversion fee that would be assessed on a per ton basis on residential, commercial bin, and drop box wastes generated in the City of Modesto, and

WHEREAS, AB939 Green Waste fees currently cover about 1/3 of the Forestry program's personnel and equipment costs, and

WHEREAS, to preserve diversion credit and make the organics composting process work, it is proposed that the AB939 Green Waste Fees be increased to cover the remaining cost of continued operation of the Forestry program, and

WHEREAS, on May 28, 2014 the Finance Committee recommended that the Council consider approving increases to the AB 939 Green Waste Fees on wastes from residential sources to $4.00 per month, the Fee on wastes from commercial bins to $7.79 per cubic yard per month, and the fee on wastes from industrial bins to $14.00 per ton in order to fully fund the harvesting, collection, removal and composting operations of the Green Waste and Forestry materials, and

WHEREAS, increases in the AB 939 Green Waste Fees on wastes from residential sources would be offset by elimination of the fee on residential rates for litter

abatement ($0.15/month) and a suspension of the fee for Carpenter Road landfill mitigation ($0.25 per month), and

WHEREAS increases in the AB 939 Green Waste fees on wastes from commercial bins would be offset by a suspension of the fee for Carpenter Road landfill mitigation ($0.90 per cubic yard per month), and

WHEREAS, the above noted fees and charges to the collection companies have been incorporated into the recommended schedules of maximum rates shown as **Exhibit** 1 hereto, and

WHEREAS, this is an administrative action to adjust maximum rates for existing services and therefore does not require environmental review, and

WHEREAS, a report dated May 13, 2014, from the Parks, Recreation and Neighborhoods Department, a copy of which is on file in the office of the City Clerk, sets forth said recommendations, and

WHEREAS, said matter was set for a public hearing of the City Council to be held at 5:30 p.m. on June 3, 2014, in the Tenth Street Place Chambers, located at 1010 Tenth Street, Modesto California, at which date and time a duly noticed public hearing was held at said time and place, at which time evidence, both oral and documentary, was received and considered, 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.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Maximum Charges for Garbage Service as **attached** hereto, marked **Exhibit** "1" and incorporated herein by reference. Said Maximum Charges for Garbage Service shall include all other services as stipulated in the Service Agreements and shall become effective July 1, 2014 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. 2013-225 is hereby rescinded, effective July 1, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____ for
ADAM LINDGREN, City Attorney

EXHIBIT "1"
July 1, 2014

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 **$29.00 per month** regardless of size of container. A fuel component of $1.26 per month is included in the maximum rate for the quarter beginning July 1, 2014 and ending September 30, 2014. The fuel component may be adjusted quarterly.

b. The maximum rate for each additional garbage container shall be **$21.50 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 **$24.24 per month.** A fuel component of $1.26 per month is included in the maximum rate for the quarter beginning July 1, 2014 and ending September 30, 2014. The fuel component may be adjusted quarterly.

b. The maximum rate for each additional 60-gallon garbage container shall be **$20.96 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	$36.30	$72.60	$108.90	$145.20	$181.50	$217.80
2 CY	$72.60	$145.20	$217.80	$290.40	$363.00	$435.60
3 CY	$108.90	$217.80	$326.70	$435.60	$544.50	$653.40
4 CY	$145.20	$290.40	$435.60	$580.80	$726.00	$871.20
5 CY	$181.50	$363.00	$544.50	$726.00	$907.50	$1,089.00
6 CY	$217.80	$435.60	$653.40	$871.20	$1,089.00	$1,306.80

FORK Participants Container Maximum Rates						
Container	NUMBER OF COLLECTIONS PER WEEK					
Size	1	2	3	4	5	6
2 CY	$54.45	$108.90	$163.35	$217.80	$272.25	$326.70
3 CY	$81.68	$163.35	$245.03	$326.70	$408.38	$490.05
4 CY	$108.90	$217.80	$326.70	$435.60	$544.50	$653.40
5 CY	$136.13	$272.25	$408.38	$544.50	$680.63	$816.75
6 CY	$163.35	$326.70	$490.05	$653.40	$816.75	$980.10
90-gallon	$21.75	$37.88	$54.00	$70.13	$86.25	$102.38

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 $1.13 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 July 1, 2014 and ending September 30, 2014. 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	**$326.70**	**$653.40**	**$980.10**	**$1,306.80**	**$1,633.50**	**$1,960.20**
4 CY	**$435.60**	**$871.20**	**$1,306.80**	**$1,742.40**	**$2,178.00**	**$2,613.60**
6 CY	**$653.40**	**$1,306.80**	**$1,960.20**	**$2,613.60**	**$3,267.00**	**$3,920.40**

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. 2014-208

Print

RESOLUTION APPROVING THE IMPLEMENTATION OF AN ADMINISTRATIVE FEE TO ALLOW FOR COST RECOVERY OF LOCAL PROCESSING COSTS RELATED TO CARRY CONCEALED WEAPONS PERMITS, PURSUANT TO PENAL CODE SECTION 26190; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the Modesto Police Department only charges applicants the required Department of Justice fees of $100 for a new Carry Concealed Weapon (CCW) application and $52 for CCW renewals, and

WHEREAS, California Penal Code Section 26190 states:

(b) (1) The licensing authority of any city, city and county, or county may charge an additional fee in an amount equal to the actual costs for processing the application for a new license, including any required notices, excluding fingerprint and training costs, but in no case to exceed one hundred dollars ($100), and shall transmit the additional fee, if any, to the city, city and county, or county treasury.

(2) The first 20 percent of this additional local fee may be collected upon filing of the initial application. The balance of the fee shall be collected only upon issuance of the license.

(c) The licensing authority may charge an additional fee, not to exceed twenty-five dollars ($25), for processing the application for a license renewal, and shall transmit an additional fee, if any, to the city, city and county, or county treasury.

(d) These local fees may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(e) (1) In the case of an amended license pursuant to Section 26515, the licensing authority of any city, city and county, or county may charge a fee, not to exceed ten dollars ($10), for processing the amended license.

(2) This fee may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(3) The licensing authority shall transmit the fee to the city, city and county, or county treasury.

, and

WHEREAS, The Modesto Police Department is proposing to implement the following fees, in addition to DOJ fees, to cover the actual administrative costs for processing the CCW applications as follows:

Initial Carry Concealed Weapon	$100
CCW Renewal	$ 25
CCW Modification and amendment to license	$ 10

WHEREAS, the costs for CCW permit applications and modifications has been studied and calculated by City staff and is hereby included as **Attachments** "1" and "2" to the Council Agenda Report , and

WHEREAS, the administrative fees will not exceed the reasonable cost of processing CCW applications, including renewals and modifications as hereby set forth in the **attachments** of cost studies, and

WHEREAS, the City's legal counsel has determined these fees do not fall within the definition of a tax because these fees will be charged for the reasonable regulatory costs to a local government for issuing licenses, permits and performing investigations and are not considered taxes under Proposition 26, and

WHEREAS, on May 12, 2014 the Safety & Communities reviewed this item and recommended scheduling a public hearing authorizing implementation of a Carry Concealed Weapon Administrative Fee, and

WHEREAS, this fee may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations, and

WHEREAS, this increase is in compliance with the Department of Justice Penal Code, Part 6, Title 4, Chapter 4, License to Carry A Pistol, Revolver, or Other Firearm Capable of Being Concealed Upon the Person [26150-26225], §26190, and

WHEREAS, notice of a public hearing for these new fees has been provided to the public

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the implementation of the following Administrative Fee to allow for cost recovery of local processing costs related to Carry Concealed Weapons Permits, pursuant to Penal Code Section:

Initial Carry Concealed Weapon	$100
CCW Renewal	$ 25
CCW Modification and amendment to license	$ 10

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized 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 3rd day of June, 2014, by Councilmember Zoslocki, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

PENAL CODE - PEN

PART 6. CONTROL OF DEADLY WEAPONS [16000 - 34370] *(Part 6 added by Stats. 2010, Ch. 711, Sec. 6.)*

TITLE 4. FIREARMS [23500 - 34370] *(Title 4 added by Stats. 2010, Ch. 711, Sec. 6.)*
DIVISION 5. CARRYING FIREARMS [25300 - 26405] *(Division 5 added by Stats. 2010, Ch. 711, Sec. 6.)*

CHAPTER 4. License to Carry A Pistol, Revolver, or Other Firearm Capable of Being Concealed Upon the Person [26150 - 26225] *(Chapter 4 added by Stats. 2010, Ch. 711, Sec. 6.)*

26190. (a) (1) Each applicant for a new license or for the renewal of a license shall pay at the time of filing the application a fee determined by the Department of Justice. The fee shall not exceed the application processing costs of the Department of Justice for the direct costs of furnishing the report required by Section 26185.

(2) After the department establishes fees sufficient to reimburse the department for processing costs, fees charged shall increase at a rate not to exceed the legislatively approved annual cost-of-living adjustments for the department's budget.

(3) The officer receiving the application and the fee shall transmit the fee, with the fingerprints if required, to the Department of Justice.

(b) (1) The licensing authority of any city, city and county, or county may charge an additional fee in an amount equal to the actual costs for processing the application for a new license, including any required notices, excluding fingerprint and training costs, but in no case to exceed one hundred dollars ($100), and shall transmit the additional fee, if any, to the city, city and county, or county treasury.

(2) The first 20 percent of this additional local fee may be collected upon filing of the initial application. The balance of the fee shall be collected only upon issuance of the license.

(c) The licensing authority may charge an additional fee, not to exceed twenty-five dollars ($25), for processing the application for a license renewal, and shall transmit an additional fee, if any, to the city, city and county, or county treasury.

(d) These local fees may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(e) (1) In the case of an amended license pursuant to Section 26215, the licensing authority of any city, city and county, or county may charge a fee, not to exceed ten dollars ($10), for processing the amended license.

(2) This fee may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(3) The licensing authority shall transmit the fee to the city, city and county, or county treasury.

(f) (1) If psychological testing on the initial application is required by the licensing authority, the license applicant shall be referred to a licensed psychologist used by the licensing authority for the psychological testing of its own employees. The applicant may be charged for the actual cost of the testing in an amount not to exceed one hundred fifty dollars ($150).

(2) Additional psychological testing of an applicant seeking license renewal shall be required only if there is compelling evidence to indicate that a test is necessary. The cost to the applicant for this additional testing shall not exceed one hundred fifty dollars ($150).

(g) Except as authorized pursuant to this section, no requirement, charge, assessment, fee, or condition that requires the payment of any additional funds by the applicant, or requires the applicant to obtain liability insurance, may be imposed by any licensing authority as a condition of the application for a license.

(Amended by Stats. 2011, Ch. 741, Sec. 2. Effective January 1, 2012.)

Labor Cost for CCW Permits

Position	Description of Duties	# Hrs Spent	Hourly Wage	Cost
AOA III Confidential	Review CCW application & witness signatures, collect & process payment, give applicant Live Scan form (new applicants only), assign agency #, create file, forward file to backgrounds, verify Live Scan results & DOJ firearms clearance were received, forward file to ISD Commander for review: **If approved:** Inform applicant to take firearm course. Type CCW permit when qualification certificate is received. Have ISD Commander sign permit. Contact applicant to sign & pick up permit. Mail permit copy & Transmittal Form to DOJ. Complete data entry into RMS. **If denied:** Type denial letter & forward to ISD Commander for signature. Copy letter & mail original to applicant. Complete No Longer Interested Notification, copy & mail original to DOJ.	0.5	$20.82	$10.41
Background Investigator*	Review application & confirm release & waiver is in file; confirm Live Scan with FBI & DOJ return; firearm clearance; review criteria as outlined in Modesto Police Dept G.O. 1.20; confirm firearm training course & firearms qualified with (Firearm training may be postponed until all other aspects of the CCW have been approved.); confirm serial #'s of firearms through DOJ & that the firearms are registered to the applicant; complete & submit Modesto Police Dept Background Investigation's Request for Records/credit check & request: a) juvenile & adult search/warrant/NCIC/CLETS check, b) Modesto Police Dept Records search, c) DMV check, d) SDEA records check, e) Stanislaus County Court system check; face-to-face interview & confirm ID; confirm validity or reason for CCW request as established in Modesto Police Dept G.O. 1.20 & 12050 PC-confirm the applicant resides within the Modesto city limits & obtain bank statements and/or financial records, if required; complete investigations narrative, to the Chief of Police via chain of command, which includes: a) personal data, b) legal (FBI, DOJ & records checks), c) training, d) include serial # of qualified handgun, e) investigative summary.	3-5	$25.00	$75-125
ISD Commander	Review CCW application, file(s) & Background Investigator's Narrative to make final determination to approve/deny CCW application. Sign CCW permit (if approved) or denial letter (if denied).	0.5	$61.84	$30.92

***NOTE:** A typical background check for a new CCW takes about 4-5 hrs for completion. A renewal typically takes about 3-5 hrs. These figures assume that there are no issues with getting the DOJ/FBI Live Scan checks back on time. Additional time can be spent corresponding with the applicant for proper documents needed, follow-up interviews and so forth.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-209

Print

RESOLUTION AUTHORIZING THE ISSUANCE OF A PERMIT TO HB MEDI-CAL TRANSPORTATION SERVICES FOR NON-EMERGENCY MEDICAL TRANSPORTATION IN THE CITY OF MODESTO

WHEREAS, HB Medi-Cal Transportation Services has submitted an application to provide non-emergency medical transport within the City of Modesto, and

WHEREAS, HB Medi-Cal Transportation Services 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 HB Medi-Cal Transportation Services, per Modesto Municipal Code Section 3-903, and recommends a permit be granted, and

WHEREAS, a duly noticed public hearing was held by the City Council of the City of Modesto on May 7, 2013, 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 HB Medi-Cal Transportation Services for a non-emergency medical transport within the City of Modesto, and

WHEREAS, Modesto City Council approval is required for HB Medi-Cal Transportation Services to function as a non-emergency medical transport service within the city of Modesto, and

WHEREAS, Modesto City Council finds that HB Medi-Cal Transportation Services will serve the public convenience and necessity requirements, and

WHEREAS, on May 12, 2014, the Safety & Communities Committee reviewed this item and recommended scheduling a public hearing for Council consideration.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the issuance of a permit to HB Medi-Cal Transportation Services 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 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____ for
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-210

RESOLUTION AUTHORIZING THE ISSUANCE OF A PERMIT TO CENTRAL ONE MOBILITY FOR NON-EMERGENCY MEDICAL TRANSPORTATION IN THE CITY OF MODESTO

WHEREAS, Central One Mobility has submitted an application to provide non-emergency medical transport within the City of Modesto, and

WHEREAS, Central One Mobility 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 Central One Mobility, per Modesto Municipal Code Section 3-903, and recommends a permit be granted, and

WHEREAS, a duly noticed public hearing was held by the City Council of the City of Modesto on May 7, 2013, 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 One Mobility for a non-emergency medical transport within the City of Modesto, and

WHEREAS, Modesto City Council approval is required for Central One Mobility to function as a non-emergency medical transport service within the city of Modesto, and

WHEREAS, Modesto City Council finds that Central One Mobility will serve the public convenience and necessity requirements, and

WHEREAS, on May 12, 2014, the Safety & Communities Committee reviewed this item and recommended scheduling a public hearing for Council consideration.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the issuance of a permit to Central One Mobility 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 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____ for
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-211

Print

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE BRIGGSMORE AVENUE REHABILITATION PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH GEORGE REED, INC., OF MODESTO, CALIFORNIA IN THE AMOUNT OF $1,429,802, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Briggsmore Avenue Rehabilitation Project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Briggsmore Avenue Rehabilitation Project, were opened at 11:00 a.m. on May 6, 2014, 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 $1,429,802, received from George Reed, Inc. of Modesto, California, be accepted as the lowest responsive and responsible 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 Briggsmore Avenue Rehabilitation Project, accepts the bid of George Reed, Inc. of Modesto, California, in the amount of $1,429,802, and awards George Reed, Inc. the contract for the Briggsmore Avenue 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 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____ for
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-212

Print

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $50,000 TO BE TRANSFERRED INTO THE PROJECT FROM LOCAL TRANSPORTATION FUNDS IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE BRIGGSMORE AVENUE REHABILITATION PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $50,000, in order to fund construction, contingency, construction administration and engineering support during construction for the Briggsmore Avenue Rehabilitation Project, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Exhibit A

REVENUES	Available Current Budget	Increase / Decrease	Revised Budget
LTF	$0	$50,000	$50,000

EXPENSES	Available Current Budget	Increase / (Decrease)	Revised Budget
Construction Administration	$137,161	$63,011	$200,172
Construction	$1,371,614	$58,188	$1,429,802
Contingency	$205,742	($91,358)	$114,384
Eng/Design/Admin	($708)	$708	$0
City Forces Fund	$0	$5,982	$5,982

Print

CITY OF MODESTO
RESOLUTION NO. 2014-213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO RELATING TO WATER REFUNDING REVENUE CERTIFICATES OF PARTICIPATION, 2008 SERIES A; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT AND FEE LETTER AND APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A SUPPLEMENT TO AN OFFICIAL STATEMENT IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER RELATED ACTIONS

WHEREAS, the City of Modesto 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 (the "City");

WHEREAS, the City has caused to be executed and delivered the $47,625,000 City of Modesto Water Refunding Revenue Certificates of Participation, 2008 Series A (the "2008 Certificates");

WHEREAS, in connection with the issuance of the 2008 Certificates, Bank of America, N.A., as liquidity facility provider, the City, and the Modesto Public Financing Authority (the "Authority") previously entered into a Standby Certificate Purchase Agreement, dated as of May 1, 2008 (the "2008 Liquidity Agreement"), relating to the performance of certain duties with respect to the remarketing of the 2008 Certificates;

WHEREAS, the 2008 Liquidity Agreement was subsequently replaced with an irrevocable direct-pay letter of credit (the "2011 Letter of Credit") issued by JPMorgan Chase Bank, N.A. ("JPMorgan") pursuant to the terms of a Reimbursement Agreement, dated as of July 1, 2011 (the "Original Reimbursement Agreement"), by and between the City and JPMorgan, and a Fee Letter, dated July 14, 2011 (the "Original Fee Letter"), between JPMorgan and the City; and

WHEREAS, the 2011 Letter of Credit has a Stated Expiration date of July 14, 2014; and

WHEREAS, the City has determined to be in its best interest to extend the Stated Expiration Date of the 2011 Letter of Credit; and

WHEREAS, in connection with the extension of the 2011 Letter of Credit (as extended, the "Letter of Credit"), the City and JPMorgan will enter into a First Amendment to the Reimbursement Agreement ("Amendment No. 1") and a new Fee Letter (the "Fee Letter," and together with Amendment No. 1, the "Bank Documents");

WHEREAS, the City proposes to execute and deliver a Supplement to the Official Statement (the "Supplement"), relating to the 2008 Certificates, and to authorize the distribution of such Supplement to prospective and actual purchasers of the 2008 Certificates; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

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

Section 1. Findings. The City Council hereby specifically finds and determines that the actions authorized hereby constitute and are with respect to the public affairs of

the City and that the statements, findings and determinations of the City set forth above and in the preambles of the documents approved herein are true and correct and that the consummation of the transactions contemplated therein shall result in significant public benefits to the City.

Section 2. Approval of Bank Documents. The City Council hereby approves the extension of the Letter of Credit. The Bank Documents proposed to be executed and entered into by the City, in the forms presented at this meeting and on file with the City Clerk, are hereby approved, and each of the City Manager and the Finance Director, acting singly, is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bank Documents in substantially said forms, with such changes therein as such officer executing the Bank Documents may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Approval of Supplement to Official Statement. The Supplement, in the form presented at this meeting and on file with the City Clerk, is hereby approved. Each of the City Manager and the Finance Director, acting singly, is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Supplement in substantially said form, with such changes therein as such officer executing the Supplement may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the City Manager and the Finance Director, acting singly, is hereby authorized and directed to cause the Supplement, in substantially said form, with such changes therein as such officer may require or approve, to be distributed to potential and actual purchasers of the 2008 Certificates.

Section 4. Attestations. The City Clerk is hereby authorized and directed to attest the signature of the City Manager and the Finance Director and to affix and attest the seal of the City, as may be required or appropriate in connection with the documents approved by this Resolution.

Section 5. Other Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or desirable in order to consummate the transactions authorized hereby and to carry out, give effect to and comply with the terms and intent of this Resolution, the Bank Documents and the Supplement; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____ for
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-214

Print

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF A 3D LASER SCANNER, HARDWARE, SOFTWARE, ACCESSORIES, TRAINING, SUPPORT COSTS, AND TWO-YEAR EXTENDED WARRANTY FOR HARDWARE AND CALIBRATION COSTS, TO PRODUCE 3D COLOR IMAGES IN DIGITAL FORMAT TO RECREATE MAJOR TRAFFIC COLLISIONS, CRIME SCENES, AND TO ASSIST THE MODESTO POLICE DEPARTMENT IN PREPARATION FOR DISASTER RECOVERY, TO FARO TECHNOLOGIES, INC., LAKE MARY, FL; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $79,846

WHEREAS, the Modesto Police Department is in need of 3D scanners to document traffic collisions, crime scenes, and to assist in preparation for disaster recovery, and

WHEREAS, currently, FARO Technologies, Inc., Lake Mary, FL, is the sole manufacturer and distributor of the equipment to law enforcement agencies that can provide high scan rate, small size, light weight, extended range, Class 1 laser safety rating, and high quality color imagery, 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 3D laser scanner, hardware, software, accessories, training

and support costs for the Modesto Police Department, to FARO Technologies, 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 3D laser scanner, hardware, software, accessories, trianing, support costs, and two-year extended warranty for hardware and calibration costs, to produce 3D color images in digital format to recreate major traffic collisions, crime scenes, and assist the Modesto Police Department in preparation for disaster recovery, to FARO Technologies, Inc., Lake Mary, FL.

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 $79,846.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, 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. 2014-215

Print

RESOLUTION AMENDING THE ADOPTED 2013/2014 OPERATING BUDGET TO TRANSFER EXISTING APPROPRIATIONS OF AN ESTIMATED TOTAL COST OF $79,846 FOR THE PURCHASE OF A 3D LASER SCANNER, HARDWARE, SOFTWARE, ACCESSORIES, TRAINING, SUPPORT COSTS, AND TWO-YEAR EXTENDED WARRANTY FOR HARDWARE AND CALIBRATION COSTS, TO PRODUCE 3D COLOR IMAGES IN DIGITAL FORMAT TO RECREATE MAJOR TRAFFIC COLLISIONS, CRIME SCENES, AND TO ASSIST THE MODESTO POLICE DEPARTMENT IN PREPARATION FOR DISASTER RECOVERY; AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the Modesto Police Department is in need of 3D scanners to document traffic collisions, crime scenes, and to assist in preparation for disaster recovery, and

WHEREAS, currently, FARO Technologies, Inc., Lake Mary, FL, is the sole manufacturer and distributor of the equipment to law enforcement agencies that can provide high scan rate, small size, light weight, extended range, Class 1 laser safety rating, and high quality color imagery, 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 3D laser scanner, hardware, software, accessories, training

and support costs for the Modesto Police Department, to FARO Technologies, Inc., conforms to the Modesto Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the adopted 2013/2014 Operating Budget to transfer existing appropriations of an estimated total cost of $79,846 for the purchase of a 3D laser scanner, hardware, software, accessories, training, support costs, and two-year extended warranty for hardware and calibration costs, to produce 3D color images in ditial format to recreate major traffic collisions, crime scenes, and to assist the Modesto Police Department in preparation for disaster recovery.

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 June, 2014, 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, 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. 2014-216

A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE DESIGN AND PLANNING SERVICES FOR THE STORM WATER INFRASTRUCTURE MASTER PLAN PROJECT FOR THE MODESTO CITY-COUNTY AIRPORT NOT TO EXCEED $261,315

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, 2010, 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. 2010-005 selecting KHA as the best qualified applicant, and

WHEREAS, sufficient funds are budgeted and available in the FY13-14 budget in CIP Account: 100431 PW. Airport Services "Airfield Studies",

WHEREAS, Council approved Resolution No. 2013-343, and entered into an agreement with KHA to perform an Airport Drainage Study, and

WHEREAS, The Airport Drainage Study is being expanded to be called the Airport Storm water Infrastructure Master Plan, and

WHEREAS, KHA has proposed an amended agreement to provide design and planning services for the Storm water Infrastructure Master Plan at the Modesto City-County Airport, and

WHEREAS, the Stormwater Infrastructure Master Plan is expected to begin on or before June 23, 2014 with completion in the Month of August. Through that period of time, KHA will conduct site visits and draft a Master Plan for City review, incorporate comments, and provide a final Master Plan to the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an amended agreement with Kimley-Horn and Associates to provide design and planning services for an Airport Storm water Infrastructure Master Plan for the Modesto City-County Airport not to exceed $261,315, 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 10th day of June, 2014, 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, 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. 2014-217

Print

RESOLUTION APPROVING A RIGHT-OF-WAY DEDICATION ON BEHALF OF THE PUBLIC BY THE CITY OF MODESTO FOR DEDICATION OF AN 824 SQUARE-FOOT PORTION OF A CITY-OWNED PARCEL LOCATED AT 629 SECOND STREET (APN 103-022-001), FOR THE INTERSECTION OF G STREET AND SIERRA DRIVE ADJACENT TO BLOCK Z, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE RIGHT-OF-WAY DEDICATION AND ALL RELATED DOCUMENTS

WHEREAS, the City of Modesto has identified the need to dedicate a portion of Lot 32, Block Z, for the right-of-way use, and

WHEREAS, the dedication will improve pedestrian and traffic safety in the intersection of G Street, Sierra Drive and Roselawn Avenue, and

WHEREAS, the dedication of this City property will affirm action of Council Resolution 2281 of 1932, and

WHEREAS, the City parcel is currently in use as street right-of-way and contains paving for traffic and a sidewalk for pedestrians, and

WHEREAS, the City of Modesto desires to dedicate an 824 square feet portion of the city parcel, located at 629 Second Street, and

WHEREAS, City staff recommends approval of the dedication on behalf of the public for streets, public use and right-of-way,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a right-of-way dedication on behalf of the public by the City of Modesto for dedication of an 824 square-foot portion of a city-owned parcel located at 629 Second Street (APN 103-022-001), for the intersection of G Street and Sierra Drive adjacent to Block Z.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the dedication and all 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 June, 2014, 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, 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. 2014- 218

Print

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE RIGHT-OF-WAY DEDICATION ON BEHALF OF THE PUBLIC OF A PORTION OF A CITY-OWNED PARCEL (APN 103-022-001) TO BE USED FOR THE INTERSECTION OF G STREET AND SIERRA DRIVE

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

WHEREAS, the City of Modesto desires to dedicate a portion of a city-owned parcel of land containing 824 square feet, for public roadway dedication, located at 629 Second Street, (APN 103-022-001), for the intersection of G Street and Sierra Drive,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Manager, or his designee, is authorized to sign the Certificate of Acceptance for the Right-of-Way Dedication on behalf of the public of a portion of a city-owned parcel (APN 103-022-001) to be used for the intersection of G Street and Sierra Drive.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, 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. 2014-219

Print

RESOLUTION APPROVING A GRANT OF EASEMENT TO MODESTO IRRIGATION DISTRICT FOR A 20-FOOT WIDE, 1,737 SQUARE FEET PORTION OF A CITY-OWNED PARCEL, LOCATED AT 629 SECOND STREET (APN 103-022-001), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE GRANT OF EASEMENT AND ALL RELATED DOCUMENTS

WHEREAS, in 1917, the City of Modesto purchased Lots 1 through 7 of Block 'Z' for the site of the original Fire Station #2, and

WHEREAS, in 1931, the City Council approved the purchase of Lot 32, by Resolution 2281, to correct a safety issue caused by the triangular portion of the lot protruding into the three-way intersection of 'G' Street, Sierra Drive, and Roselawn Avenue, and

WHEREAS, the purchase of Lot 32 was added to the fire station property with the intent of reserving this triangular portion, and

WHEREAS, an alley, adjacent to the Fire Station #2, separated it from Lot 32, and

WHEREAS, located in this alley is an overhead electrical facility consisting of power poles supporting Modesto Irrigation District's electrical distribution lines, and

WHEREAS, on September 10, 2013, by Resolution 2013-330, the City Council approved vacating the alley and directed the electrical easement be reserved prior to the vacation recordation, and

WHEREAS, staff desires to grant a 20-foot wide electrical facility easement, consisting of 1,737 square feet, within Block 'Z' to Modesto Irrigation District,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Grant of Easement to Modesto Irrigation District for a 20-foot wide, 1,737 square feet portion of a city-owned parcel, located at 629 Second Street (APN 103-022-001).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the dedication and all 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 June, 2014, 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, 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. 2014-220

Print

RESOLUTION APPROVING A CLEAN ENERGY PERFORMANCE CONTRACTING AGREEMENT (PCA) WITH SIEMENS INDUSTRY INC., BUILDING TECHNOLOGIES DIVISION, HAYWARD, CA FOR A TOTAL ESTIMATED COST OF $8,411,006 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGINEE TO EXECUTE THE AGREEMENT

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Qualifications (RFQ) for Clean Energy Performance Contracting, and

WHEREAS, this contracting methodology is known as an energy conservation contract under applicable statutory authority in California Government Code section 4217.10 et seq.; and

WHEREAS, the City is interested in in implementing a comprehensive range of energy services and energy- related capital improvements using a performance-based contract with guaranteed savings or similar type of approved agreement per the requirements of Government Code 4217.10, and

WHEREAS, the Purchasing Division pursuant to Section 388 (b) of the California Public Utilities Code (PUC) to establish a qualified ESCO issued RFQ No. 1213-07 Clean Energy Performance Contracting, and

WHEREAS, proposals were received and based on being ranked highest in total evaluation criteria the evaluation committee recommended and Council at its April 9, 2013 meeting selected Siemens Industry Inc., Building Technologies Division, Hayward, CA as an Energy Service Company (ESCO) and signed a Letter of Intent (LOI) authorizing them to conduct a technical energy audit of selected City facilities, and

WHEREAS, Siemens conducted an Investment Grade Audit and has presented the City with an Energy Project in accordance with CA Government Code Section

4217,and as detailed in the Clean Energy Performance Contracting Agreement and associated Exhibits, and

WHEREAS said matter was is being considered by the City Council at a duly noticed regularly scheduled Public Hearing, held on June 10, 2014 at 5:30pm in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Clean Energy Project, Performance Contracting Agreement (PCA) with Siemens Industry Inc., Building Technologies Division, Hayward, CA for an estimated amount of $8,411,006, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Clean Energy Project Performance Contracting Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2013, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, 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. 2014-221

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 2014-2015 BUDGET DEVELOPMENT PROCESS

WHEREAS, as part of the Mayor's Proposed Budget for FY 2014-2015, 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 2014-2015 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 10th day of June, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Mayor Garrad Marsh
City of Modesto
1010 Tenth Street, Suite 6200
Modesto, CA 95354
gmarsh@modestogov.com

May 1, 2014

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 2014-15 (FY14-15) 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 FY14-15.

Introduction and Background

The City of Modesto is in transition – Financially – Economically – Organizationally. This year, we have seen turnover of several members of the City's executive staff as well other key positions within the City. In addition, the City Manager has reorganized the management structure of the City. All of this equals change, which in turn means opportunity to improve efficiency, streamline processes and reduce costs. The budget being presented to you for FY14-15 is based on this reorganization. As part of the budget package, staff has included a 'bridge' to help you understand the effects this reorganization.

Another transition is that the effects of the Great Recession have eased. Businesses are beginning to recover. Foreclosures have declined. Homes prices have increased. This is all good news for our City. The City has been responsible stewards of our financial resources. Fortunately, we are in much better financial condition than some of our neighboring cities in the Central Valley. This is largely due to our historically conservative approach to fiscal matters and the solid financial policies adopted by the Council.

However, the effects of the Recession continue to linger. While recovery is occurring, it is not happening fast enough. The Central Valley continues to experience unemployment rates higher than the rest of the State. Certain expenses are increasing faster than our revenue sources can support. Minimal service levels are not enough; our citizens expect and deserve more. Our community cannot shine brightly while police officers continue to struggle to respond to routine calls and fire services are fully committed leaving no margin of safety. Our roads need work, our beautiful urban forest continues to be plagued by mistletoe and neglect. While we have weathered a severe financial storm; we are still just treading water. There is just not enough money in the City's General Fund to meet all of the City's needs.

In the wake of the defeat of our 1 cent sales tax ballot measure (Measure X) last November, I have come to grips with the fact that the City does not have adequate resources to provide all the services that our residents should have. However, I also realized that it is time for the City budget to become fiscally sustainable. We must stop relying on one-time revenue sources to fund on-going operational costs. We

must begin to rebuild our reserves and plan for the next rainy day. To that end, I have worked with City staff to align General Fund expenses with its revenues. The Proposed Budget for FY14-15 does not borrow from other funds. It does not rely on past year savings to close a funding gap. It begins to build an emergency General Fund reserve above our legal requirements.

Last summer, City staff projected that the FY14-15 budget shortfall would be $7 to $9 million. When Measure X was defeated, I immediately began work to close that shortfall. As a result, Council adopted mid-year budget reduction in FY13-14 which reduced the projected ongoing shortfall by $2 million. In addition, the reorganization of City government incorporated in this budget further reduced the shortfall by $2.2 million. These reduction efforts could go unnoticed, if you were not aware that they occurred.

The proposed budget also aligns with the City Council's financial policy to maintain a minimum of $7 million in General Fund balance as established by our bond requirements. Prudent financial management and industry best practices require that this amount be approximately $15 million. This budget sets aside $3 million for emergencies reserves and gets us closer to prevalent industry best practices.

Overview of the Mayor's Proposed Budget

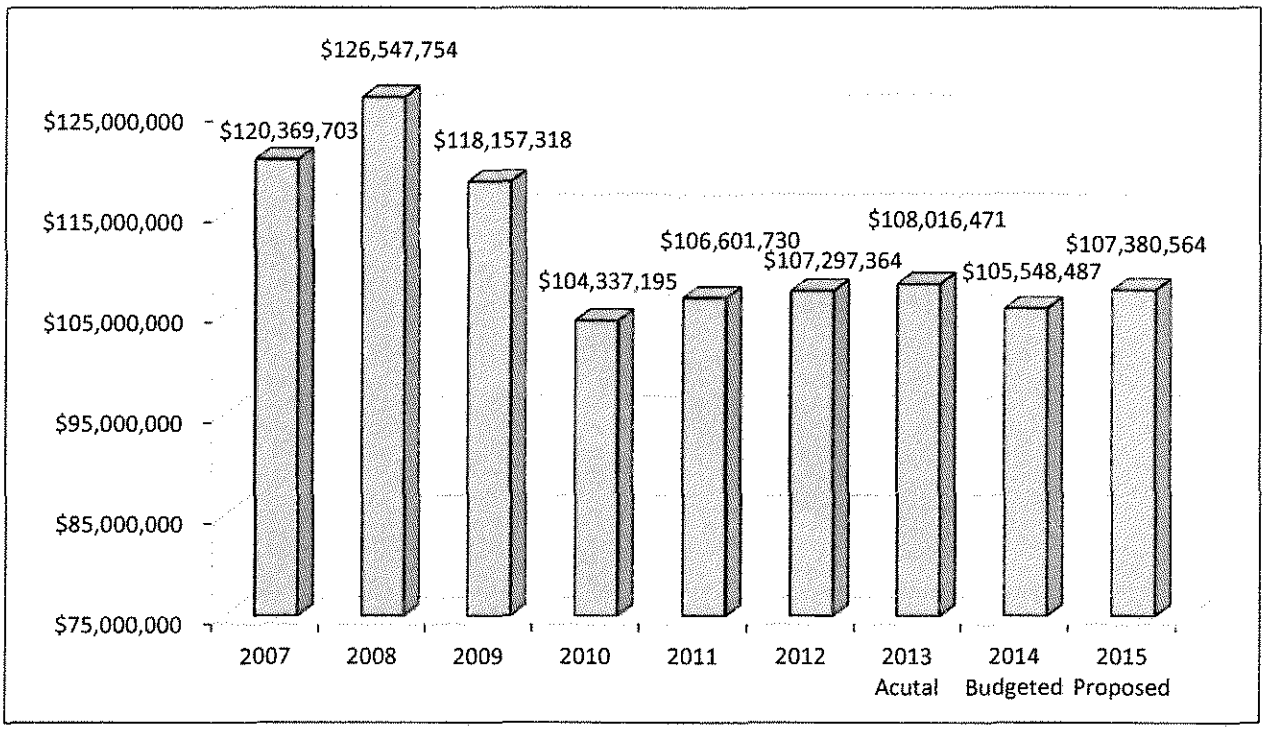
The total City of Modesto operating expense budget for all funds, including certain Joint Power Authorities, for FY14-15 is $340 million. There are three major funds within the City's budget: General, Water and Wastewater. There are also a number of smaller funds; examples include the Golf Fund, Modesto Centre Plaza, Storm Drainage and Airport Funds.

The General Fund has experienced the most dramatic decline while the Water and Wastewater Funds have remained relatively stable. This budget message summarizes information for these three funds. During the Finance Committee Workshops more information will be provided on all funds.

The General Fund Numbers

In FY07-08, the City took in $126.5 million in General Fund revenues (including transfers in from other funds). Since that time, this amount has declined. For FY14-15, it is projected that General Fund revenues will be $107.4 million and still approximately 15% below FY07-08 amounts. As shown in the chart below, revenues are anticipated to remain relatively flat in FY14-15:

Total General Fund Revenues

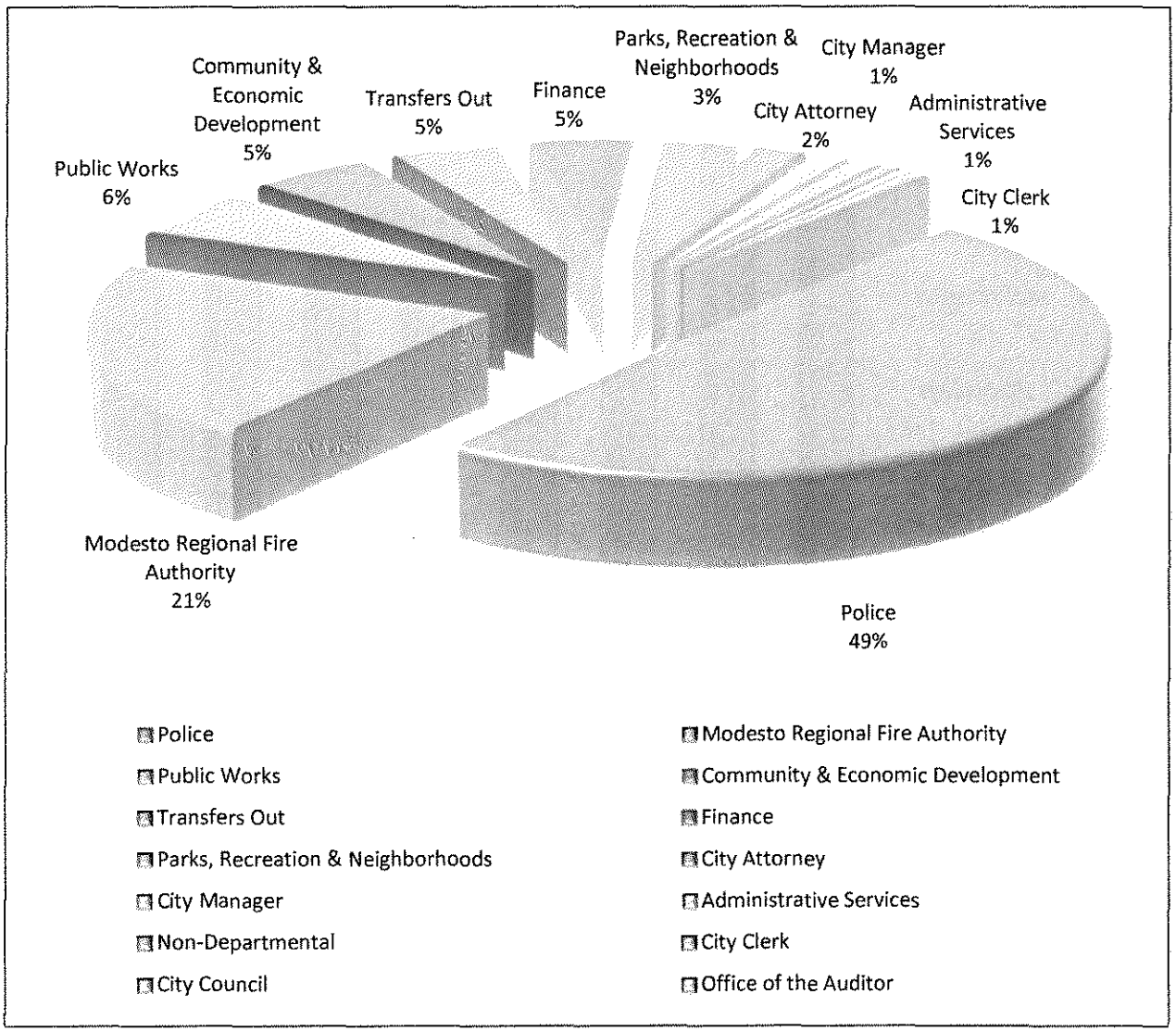


General Fund Major Sources of Revenues

Equally important to revenues are expenditures. The City of Modesto still faces significant challenges in this area. Expenditures have continued to increase at a faster pace than our revenues; thus, causing an imbalance in the City's budget. Total General Fund expenditures, including transfers out, in the Proposed Budget are $107.3 million.

The following chart summarizes General Fund expenditures by department. It is clear that public safety comprises two-thirds of the budget with the Police Department being the largest department within the General Fund. Public safety is our number one priority, but there are also other essential and quality of life services that need to be provided in complement to public safety. The City will spend approximately $75 million in FY14-15 to provide public safety services to our community. In addition, the amounts presented below partially reflect the reorganization of the City's operations. These impacts will be discussed later in this Budget Message.

General Fund Expenditures by Department



The following information provides you with a quick summary of the City's major funds and the impacts of the Proposed Budget:

General Fund

As previously mentioned, total General Fund revenues and expenditures for FY14-15 are anticipated to be $107 million, which means that this budget is structurally balanced. This is the first time in many years that the City has had a General Fund budget that does not rely on one-time money to fund on-going operations. We accomplished this through making permanent mid-year reductions in FY13-14, by reorganizing our management structure, and by making $5 million of additional reductions in FY14-15. My goal is fiscal sustainability by aligning our General Fund expenditures with its revenues. These reductions include:

- $4 million of reductions over two years (FY13-14 and FY14-15) to public safety.
- $2.2 million of savings in FY14-15 from reorganization of City government.

- $1.6 million of savings through the elimination of General Fund support for maintenance of effort of our Surface Transportation Fund.
- $1.2 million of savings by funding worker's compensation costs at FY12-13 actual pay-go levels instead of an actuarially determined amount.
- $300,000 of savings from reduced support of the Modesto Centre Plaza

In the coming fiscal year, it is proposed that we spend approximately 70% of the City's General Fund on public safety – police and fire services – which leaves 30% to be strategically budgeted to preserve other essential, general government and quality of life services. I would like to note that while my Proposed Budget provides funding for essential services in the community; many areas are still underfunded and at low service levels. In addition, it is important to note that my Proposed Budget reflects a reorganized City. We have changed City government to take advantage of cost savings and efficiencies.

Allocated funding to public safety is as follows:

- $52.6 million will be allocated to Modesto Police Department.
- $22.6 million will be contributed to the Modesto Regional Fire Authority.

The General Fund budget includes all general government support services, such as City Manager, City Attorney, Council, City Clerk, Office of the City Auditor, Human Resources and Finance. These departments make up approximately 10% of the General Fund and the costs of these functions are allocated across the City with 41% supporting non-General Fund functions, 19% supporting public safety and 40% supporting other General Fund operations. After considering indirect general government support costs, approximately 72% of General Fund revenues are for public safety purposes.

These funding levels for public safety are not adequate to properly protect our City. These levels, while vital to our community, also do not leave adequate resources for maintaining our roads and parks, for alleviating our mistletoe problems, or for providing economic development services to bring new jobs to Modesto. Revenues are inadequate to:

- Fund critical capital needs – such as replacing aging fire engines.
- Have the resources to replace a fire station downtown that is in severe disrepair.
- Maintain police and fire response times on par with national and state levels.
- Repair our sidewalks.
- Water, fertilize and aerate our parks or protect them from vandals.
- Plan for succession planning of our aging workforce or ensure adequate staffing in key areas.

In addition, because expenditure increases are outpacing our revenue growth, the City must consider addition reductions in future years to maintain fiscal sustainability. That means we will continue to pursue and consider additional cuts. For example, the Finance Committee is evaluating the fiscal service level impacts of:

- Disposition of underutilized City assets such as the McClure house and property.
- Closure of the Centre Plaza.
- Disposition or community adoption of certain parks.
- Continued reorganization by establishing an Administrative/Clerical Pooling concept.
- Reduced or eliminated subsidy of the City's Golf Fund.

Wastewater Fund

Wastewater Fund revenues come from monthly service charges to residents at rates established by the City Council. Total revenue for FY 14-15 is estimated to be $47.8 million including a planned rate increase of 2% that will take effect July 1, 2014. This rate increase will be used to pay debt service costs.

Wastewater Capital Improvement Program expenses for FY 14-15 are projected to be $25.8 million and are in addition to the annual operating and debt service expenses. These expenses include the third 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 2016. The City has secured a State Revolving Fund low interest rate loan to fund the majority of the construction costs of this project.

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.

Water Fund

The City collects monthly service charges from the residents within our service area, which represent the primary source of revenues for the Fund. For FY14-15, revenues are projected to be approximately $60 million with an anticipated inflationary rate increase of 2.6%. This revenue figure also includes an assumed 5% decrease in water usage for metered customers, consistent with the recent drought conditions.

The capital improvement program for the water utility system in FY14-15 is projected to be $29.5 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 FY14-15 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. Soon after taking the office of Mayor, I faced the significant challenge of resolving disputes related to this plant. Due to significant construction deficiencies, the MRWTP remains nonoperational with most of the long-term financing depleted. Over the last year, Councilmember Cogdill and I have been engaged in negotiations with MID to find a cost-effective solution to this situation. I am happy to say that MID and the City have reached settlement agreements with the parties responsible for the deficiencies. We have also reached agreement with MID on several significant construction issues and work on the new plant has recommenced. There are still several issues to be resolved and we continue to discuss cost impacts with MID. I am hopeful that MID and the City will find a mutually agreeable solution to these issues prior to the plant's completion.

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 its day-to-day operations includes employee and equipment expenses, chemicals for treating water, power for pumping water and water purchases

Closing Remarks

As you can see, there are many changes occurring at City Hall. We are in transition as we should be to keep improving our city. It is with mixed feelings that I mention the next major transition that the City must make. Greg Nyhoff, our City Manager, will be leaving us shortly after our budget hearings. Modesto was blessed to have his leadership through the Great Recession. His leadership steered us through one of the most critical times in our City's history. I wish him the best in the next phase of his career and thank him for his time in Modesto. For the City, his departure leaves a big hole for the Council to fill. I am confident that our Council and I will lead us through this next transition.

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, which spent countless hours developing this budget into a single working document. I would also like to thank the City Manager, Deputy City Manager and City Council for their leadership throughout this process.

I am recommending that the Finance Committee forward my Proposed FY14-15 budget to the full City Council for approval

Sincerely,

Garrad W. Marsh
Mayor, City of Modesto

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. 2014-222

A RESOLUTION AMENDING THE FY 2014-2015 CITY OF MODESTO POSITION ALLOCATION TO MODIFY THE POSITION ALLOCATION AS PART OF THE ADDENDUM AS SHOWN IN EXHIBIT 5

WHEREAS, the Community and Economic Development Department (CEDD) included changes to their Fiscal Year 2014-15 operating budget to allow for the budgeting of 1.0 Development Services Tech I position in the Building Safety Division (Cost Center 14210), and

WHEREAS, to accomplish this addition of one position CEDD converted 1.0 vacant Account Clerk II position into the 1.0 Development Services Tech I position, and

WHEREAS, the budgetary changes have been accounted for in the Fiscal Year 2014-2015 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 2014-2015, but is identified as part of the Proposed Position Allocation Addendum for Fiscal Year 2014-2015 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 2014-2015 Community and Economic Development 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 10th day of June, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Fiscal Year 2014-15
Proposed Position Allocation Addendum

1. In the Community and Economic Development Department convert 1.0 Account Clerk II to 1.0 Development Services Tech I in the Building Safety Division (Cost Center 14210). The Account Clerk II position being converted is currently vacant. This position change has already been accounted for in the CEDD budget that is being brought forward as part of the FY 2014-15 Proposed Operating Budget.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-223

Print

RESOLUTION RESCINDING RESOLUTION NO. 2013-185

WHEREAS, by Resolution No. 2013-185 adopted on May 14, 2013, the City Council approved amending the Classification Plan and Class Range Table for Represented Management and Confidential Non-Sworn Classes to reallocate an Administrative Analyst II to Modesto Regional Fire Authority (MRFA) Finance Manager, and

WHEREAS, Resolution No. 2013-185 was written incorrectly and needs to be rescinded,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Resolution No. 2013-185 is hereby rescinded effective July 1, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-224

RESOLUTION AMENDING THE CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATION OF DIRECTOR OF ADMINISTRATIVE SERVICES, OPERATIONS MANAGER, RECREATION AND NEIGHBORHOODS SERVICES MANAGER, ENGINEERING DIVISION MANAGER, MRFA FINANCE MANAGER; TO AMEND THE JOB SPECIFICATION FOR BUSINESS DEVELOPMENT MANAGER AND CHANGE THE TITLE TO BUSINESS CENTER MANAGER; TO AMEND THE JOB SPECIFICATION FOR BUDGET AND FINANCIAL ANALYSIS MANAGER AND CHANGE THE TITLE TO BUDGET MANAGER; AND TO RESTORE AND AMEND THE JOB SPECIFICATION FOR POLICE RECORDS MANAGER AND CHANGE THE TITLE TO POLICE CIVILIAN MANAGER

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 PLAN AMENDED. The Classification Plan is hereby amended as shown in **Exhibits** A through I, **attached** hereto and incorporated herein, to create the classification of Director of Administrative Services, Operations Manager, Recreation and Neighborhoods Services Manager, Engineering Division Manager, MRFA Finance Manager; to amend the job specification for Business

Development Manager and change the title to Business Center Manager; to amend the job specification for Budget and Financial Analysis Manager and change the title to Budget Manager; and to restore and amend the job specification for Police Records Manager and change the title to Police Civilian Manager.

SECTION 3. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

CITY OF MODESTO
NO. 2051

BUSINESS ~~DEVELOPMENT~~ CENTER MANAGER

DEFINITION

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

To plan, develop, implement and evaluate Community and Economic Development policies; to manage sensitive, high-priority projects; to plan, organize, direct and supervise administrative functions including budget and personnel activities;
~~T~~to plan, organize, and direct ~~and coordinate the~~ economic development and redevelopment ~~activities of the Business Development Division within the Community and Economic Development Department including economic development, redevelopment, and property acquisition and disposition; to coordinate Business Development Division activities with other divisions and departments;~~ and to provide highly complex staff assistance to the Director of Community and Economic Development.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Director of Community and Economic Development.

Exercises direct supervision over assigned professional, technical and administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS – *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Assist in ~~D~~developing and implementing ~~divisional~~departmental goals, objectives, policies and procedures.

Lead teams of staff and consultants in completing complex interdivisional and interdepartmental, high-priority special projects.

Plan, organize and direct ~~Business~~ economic ~~D~~development ~~Division~~ activities including development finance, asset management, redevelopment, business retention and recruitment, business loans, work force development and development regulations.

Direct, oversee and participate in the development of the ~~Business~~ economic ~~D~~development and redevelopment ~~Division~~ work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Conduct comprehensive cost benefit analyses; assist with the recommending and establishing of fees.

Essential Functions: (Continued)

Prepare the administration, economic~~Business~~ ~~D~~development and redevelopment ~~Division~~ budgets; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

~~Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Department.~~

Oversee and direct department personnel related matters; process and approve recruitment and hiring requests; organize and conduct investigations; review and make recommendations regarding notices of disciplinary action; ~~derve~~derive as department liaison to Human Resources Department and employee associations.

Engage the private sector and other public agencies in the implementation of economic development and redevelopment activities by forming partnerships, supporting strategic planning, developing and implementing programs; serve as project manager over development projects.

Serve as ~~primary~~key negotiator for ~~Redevelopment Agency~~ economic development projects including the preparation of documents such as development agreements, owner participation agreements, exclusive negotiating agreements, property options, contracts, resolutions, and request for proposals.

Monitor activities of City consultants, including preparing and administering contracts.

~~Administer the property management functions of the City including the selection and contract administration for various outside property firms for performance of property negotiation, sale and acquisition.~~

~~Analyze and evaluate complex revenue and other financial proformas and studies used in financial and budgetary planning, assessment districts, tax increment financing, and bond financing for private sector developments.~~
Manage high visibility departmental projects and activities and assist the Director of Community and Economic Development in administration of departmental programs.

Evaluate, analyze and recommend regarding the Redevelopment Successor Agency wind-down activities and administration of remaining payment and contractual obligations.~~and utilize specific Redevelopment Agency debt financing including tax allocation bonds, tax exempt bonds, grants, loan agreements.~~

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Essential Functions: (Continued)

Review impact of economic and redevelopment regulations and laws; make recommendations for legislative amendments; and represent the City with regulatory and other governmental agencies.

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Evaluate proposals containing incentives to help broaden the local tax bases, generate or attract new capital, increase business activity, produce jobs and diversify the local economy.

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Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Represent the ~~division and~~ department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Represent the department in meetings of the City Council, Council Committees, commissions.

~~Research and prepare technical and administrative reports; prepare written correspondence.~~

Conduct special projects and administrative studies as assigned by the Director; prepare complex research and analystical reports.

Act as Department Director in the Director's absence.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

Principles, ~~and~~ practices and trends of business development, redevelopment, financing programs, and public and business administration with special reference to organization, fiscal and budgetary preparation and control. ~~and real estate.~~

Knowledge of: (Continued)

California Redevelopment Law and general legal authority and parameters for carrying out bonds, grants, assessment, loans and other financial transactions.

Principles and practices of policy development and implementation.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, State and Federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, performance evaluation~~training~~ and personnel management including conducting investigations, recruitment, classification, compensation, selection, training and employee and labor relations.

Ability to:

Organize, ~~and~~ direct, and implement comprehensive ~~the Business~~Community and Economic Development ~~Division operations~~, economic development~~d~~ and redevelopment programs.

Effectively manage multiple cro~~er~~ss divisional and cross department projects.

Organize, direct and coordinate activities of several divisions within the department.

Prepare and administer various budgets.

Ensure project and grant compliance with Federal, State and local rules, laws and regulations.

Schedule and program work on a long and short-term basis.

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Ability to: (Continued)

Prepare, review, and approve comprehensive analyses and reports; make

effective presentations and concluulsions and recommendation orally and in writing.

Negotiate and administer contract services.

Develop and recommend policies and procedures related to assigned operations.

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Interpret and makde sound decisions in accordance with laws, regulations and policies.

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Conduct administrative, disciplinary and fact-finding investigations.

~~Analyze economic studies, financial statements, marketing studies, plans, specifications and bid documents.~~

Analyze problems, identify alternative solutions, project consequences or proposed actions and implement recommendations in support of goals.

~~Gain cooperation through discussion and persuasion.~~

Interpret, explain and apply City and department policies, procedures, rules and regulations.

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~~Supervise, train and evaluate personnel.~~

Establish and maintain cooperative-working relationships with those contacted in the course of work.

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Communicate clearly and concisely, both orally and in writing.

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Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of ~~increasingly~~ highly responsible administrative experience in community development involving administration, ~~finance, business~~
Experience: (Continued)

economic development, and redevelopment or a related field; including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business development, redevelopment, public or business administration, business/development finance, or a related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

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WORKING CONDITIONS

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Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require occasional overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	3/03
Revised	12/08
	~~10/1205/14~~
BU	Mgt/Conf NS

CITY OF MODESTO
No: 2362

BUDGET ~~AND FINANCIAL ANALYSIS~~ MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, organize, and direct the activities of the Budget and Financial Analysis Division within the Finance Department; to coordinate division activities with other divisions ~~or~~ and City departments; and to provide highly responsible technical support to the Director of Finance.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from ~~upper~~ executive level management, including the Director of Finance, the City Manager and Mayor.

Exercises direct supervision over assigned supervisory and professional personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS – *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Plan, organize and supervise the City's annual operating and multi-year capital improvement budget process; review budget adjustments and approve changes; prepare costs estimates for budget recommendations.

Perform special financial analyses with the City budget; assist the Director of Finance, City Manager and Mayor in assessing budget implications of various long-range projects, plans and scenarios.

Plan, prioritize, assign, supervise and review the work of staff involved in the development, preparation and implementation of the City's annual budget.

Recommend and implement changes in budget format, procedures and processes, including the development of alternative budget systems; evaluate and participate in the design and implementation of management information systems; performs research and recommends best practices.

Prepare multi-year forecast of revenues and expenditures.

Analyze actual revenues and expenditures in comparison to budget estimates and allocations; prepares and presents reports.

Oversee the preparation of all budget documents including preliminary, proposed and adopted budget packages.

Essential Functions: (Continued)

Participate in the review of capital improvement budgets, operating budgets, supplemental budget requests and mid-year budget adjustments; participates in budget presentation to council, commissions and groups.

Perform a variety of complex statistical and financial analyses including cost/benefit and program cost analysis.

Review and analyze pending and new legislation to determine fiscal impact to the City.

Consult with management on various operating and CIP budget issues.

Review department budget requests and changes to ensure compliance with applicable laws, rules, regulations and policies.

Answer questions and provide information to the public as well as internal and external customers; investigate complaints and recommend corrective action as necessary to resolve complaints.

Participate in the selection of staff; coordinate staff training; conduct performance evaluations; recommend discipline; implement discipline procedures as directed.

Assist the City Manager and Director of Finance in assessing budget implications of various long-range projects, plans, and scenarios; oversee staff involved in the process, with particular emphasis on balancing staff resources devoted to budget preparation and monitoring versus long-range financial planning.

Build and maintain positive working relationships with Senior Executive Team, Mayor and City Council, co-workers, other City employees and the public using principles of good customer service.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of supervision to include team dynamics and team building, leadership, mentoring, etc.

Principles and practices of public administration, organization and management.

Knowledge of: (Continued)

Principles of accounting and financial management.

Statistical methods.

Principles and practices of municipal budget preparation, administration and monitoring.

Pertinent local, State, Federal rules, regulations and laws.

Practical application of modern information technology to administrative and fiscal management tasks.

Principles and practices of research analysis and management.

Principles and practices of municipal budget development, preparation and administration.

Ability to:

Research, analyze and make recommendations on budgeting, administrative, management and fiscal practices.

Organize and direct the work of administrative, technical and clerical staff.

Perform complex budget analysis, preparation and monitoring.

Research, compile and analyze statistical and financial records and reports.

Write complex reports in a logical, comprehensive and concise manner.

Acquire subject matter expertise in the functions and activities including, but not limited to, laws, rules, regulations, procedures and technical operations.

Effectively represent the department to other departments and/or agencies, and before public bodies.

Make effective oral and written presentations of conclusions and recommendations.

Analyze information technology software as it relates to municipal financing and budgeting issues.

Ability to: (Continued)

Conduct complex economic and financial analyses; to interpret data and draw sound conclusions.

Forecast economic conditions and the impact thereof on the City budget and operations.

Estimate and project revenues and expenditures.

Interpret and explain pertinent budgetary and financial policies and procedures as well as City and department policies and procedures.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Experience and Training Guidelines

Any combination of education and/or experience which has provided the knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in accounting, financial management, budgeting, forecasting, or economics; including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public or business administration, economics, finance or a related field.

A Master's degree with major course work in public or business administration, economics, finance, or a related field is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require occasional overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	6/10
Revised	4/14
BU	Mgt/Conf NS

CITY OF MODESTO
NO. 1745

DIRECTOR OF ADMINISTRATIVE SERVICES

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, organize, direct, and review the activities and operations of the Administrative Services Department including all functions of personnel services such as recruiting and testing, payroll processing, performance management, employee training and development, risk management, equal employment opportunity, employee benefits, and employee and labor relations; all functions related to information technology such as information services, system development and support services, network services, and Geographic Information Systems (GIS); and, any other administrative/organizational support function assigned by the City Manager; to provide leadership to the department and City organization and to provide highly responsible and complex administrative support to the City Manager and Deputy City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the City Manager and/or Deputy City Manager.

Exercises direct supervision over assigned management, supervisory, professional, technical, and administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS - *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

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 of the Department's work plan; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures.

Supervise and participate in the development and administration of the Administrative Services Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, supplies, and services; monitor and approve expenditures; implement mid-year adjustments.

Essential Functions: (Continued)

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 the Department and City-wide goals and objectives.

Direct the City's labor relations program including meet and confer; recommend and secure Council authorization for negotiating parameters; provide analysis on negotiation issues and make presentations to the City Council; may serve as Chief Negotiator; devise negotiation goals and strategies.

Coordinate, maintain, and direct the administration of City personnel policies, practices, and procedures; advise employees, supervisors, and managers in their interpretation; recommend new or revised policies and procedures to department directors, City Manager's Office, and employee associations.

Coordinate with employee associations, their leadership, business representatives, and legal counsel to resolve employee and labor relations issues, including contract interpretation, problem solving, and complaint and grievance resolution.

Oversee the equal opportunity and diversity functions of the City, including recruitment outreach, training, state and federal reporting, referral of complaints for investigation, and consultation with supervisors and managers.

Oversee recruiting, testing, selection, classification, and compensation activities; review and negotiate changes.

Oversee risk management functions, including workers' compensation and liability programs, recommending policy and funding changes related to claims administration, claims management, reserving practices, and significant settlements.

Oversee the employee benefits program; recommend and negotiate changes; consult with brokers and actuaries; recommend funding options to the City Manager.

Utilize Customer Relations Management (CRM) and other strategies to improve internal and external customer relations, effective customer service support, timely assistance, swift resolution of problems, and expeditious review of user complaints.

Essential Functions: (Continued)

Provide users with cost effective long-range solutions to complex systems and technical problems; develop, justify, acquire, 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.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Handle all other administrative/organizational support functions assigned by the City Manager's Office.

Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research, prepare, and present technical and administrative reports and studies to Council, commissions, and a variety of committees; prepare written correspondence as necessary.

Build and maintain positive working relationships with Senior Executive Team, Mayor, City Council, co-workers, other City employees, and the public using principles of good customer service.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public personnel administration, including methods and techniques used in labor relations, negotiations, recruitment and selection, testing, classification and pay, salary and benefits administration, training and equal employment opportunity.

Principles and practices of risk management, risk transfer and asset protection programs relating to general and financial liability protection; practices and techniques of establishing, maintaining, and modifying a comprehensive risk management program.

Knowledge of: (Continued)

Health, life, property, casualty, and liability insurance coverages and workers' compensation law.

Principles and practices of information technology applicable to business and municipal operations.

Best practices and current state-of-the-art information systems technology.

Principles and practices of leadership, motivation, team building, and conflict resolution.

Pertinent federal, state, and local laws, codes, and regulations.

Principles and practices of organization, administration, information technology, and personnel management.

Principles and practices of budget preparation and administration.

Ability to:

Plan, direct, and control the administration and operations of the Administrative Services Department.

Implement and manage complex system upgrades and/or replacements; manage all aspects of life cycle management for critical systems throughout City departments.

Prepare and administer department budgets.

Develop and implement department policies and procedures.

Supervise, train, and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Interpret and apply federal, state, local, and department policies, procedures, laws, and regulations.

Work with and control sensitive, confidential information.

Ability to: (Continued)

Identify and respond to public and City Council issues and concerns.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:
Seven years of increasingly responsible experience managing public sector administrative support functions in human resources/labor relations or information management and operations including three years of management and supervisory responsibility.

Training:
A Bachelor's degree from an accredited college or university with major course work in human resources, public or business, computer science, information technology or a closely related field. A Master's degree is preferred.

License or Certificate:
Possession of, or ability to obtain, an appropriate, valid California driver's license.

ADDITIONAL REQUIREMENTS:

Candidates must pass a P.O.S.T. level background investigation for clearance to work on Police Department Information Systems prior to appointment.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require regular overtime or weekend work and the ability to travel.

Individuals appointed into positions in this classification are in the Unclassified Service and serve at the will of the City Manager.

Class Spec History	
Adopted	5/14
Revised	
BU	Exec Mgt

CITY OF MODESTO
No. 2024

ENGINEERING DIVISION MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To oversee the Capital Improvement Services in the planning, design, and construction of the City's capital improvement projects; to plan, organize, and direct the activities of the Division; and to provide highly complex staff assistance to the Director.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Department Head.

Exercises direct supervision over assigned management, supervisory, professional, technical, and administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS - *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Develop and implement division goals, objectives, policies, and procedures.

Plan, organize, and direct the activities of the Division as it relates to the planning, design, and construction management of City facilities, equipment, electrical, water, wastewater, and drainage systems.

Establish long-range plans and goals, including strategic planning for the assigned utility enterprise funds, rate setting, and issues dealing with environmental regulations.

Prepare division budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer approved budget.

Appoint division personnel with final approval of Department Head; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Department.

Exercise responsible charge of assigned engineering functions.

Essential Functions: (Continued)

Oversee and participate in the review of plans, specifications, and maps submitted by private engineers and other consultants for conformance to applicable codes, standards, and engineering design principles.

Supervise and participate in the design of capital improvement projects such as storm drains, water and wastewater facilities, and other assigned public infrastructure.

Manage and/or participate in the preparation of complex engineering studies and reports related to public works, utilities, and capital improvement projects; oversee coordination of activities with other City departments, divisions, outside agencies, citizens, consultants, and developers.

Prepare construction plans, contract documents, and cost estimates ensuring conformity with state, federal, and local requirements.

May be assigned to manage and/or provide technical support to utility rate setting efforts.

Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research, prepare, and present technical and administrative reports to Council, commissions, and a variety of committees; prepare written correspondence.

Build and maintain positive working relationships with senior executive team, Mayor, City Council, City Manager, co-workers, other City employees, and the public using principles of good customer service.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of professional engineering as applied to the field of municipal utilities including planning, development, design, and construction.

Principles and practices of policy development and implementation.

Knowledge of: (Continued)

Principles and practices of leadership, motivation, team building, and conflict resolution.

Principles and practices of business correspondence and report writing.

Principles and practices of contract management.

Pertinent local, state and federal rules, regulations, and laws.

Principles and practices of budget development, implementation, and monitoring.

Principles and practices of organizational analysis and management.

Principles and practices of supervision, training, and personnel management.

Technical, legal, and financial issues related to the conduct of municipal public works/utilities programs.

Principles and practices of municipal utility rate settings.

Strategic planning, rate setting, and environmental regulations for municipal utilities.

Methods of preparing designs, plans, specifications, estimates, reports, and recommendations relating to proposed public works projects.

Modern office procedures, methods, and computer equipment.

Ability to:

Organize, direct, and implement a comprehensive CIP and engineering program.

Prepare and administer a budget.

Prepare contracts, agreements, specifications, and consultant agreements.

Organize, implement, and direct professional engineering operations and activities.

Perform technical research and solve difficult engineering problems.

Supervise, train, and evaluate personnel.

Ability to: (Continued)

Interpret and explain Department policies and procedures.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Review and interpret cost estimates.

Perform a variety of technical and engineering research and prepare reports of findings.

Establish and maintain cooperative relationships with those contacted during the course of work.

Communicate clearly and concisely, both orally and in writing.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience as a professional civil engineer in municipal utilities such as water and wastewater, including two years of management and supervisory responsibility.

Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field. A Master's degree is desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

License or Certificate: (Continued)

Possession of a valid Certificate of Registration as a Civil Engineer issued by the California State Board of Registration for Professional Engineers. If licensed in another state, candidates will have twelve 12 months to obtain California Registration.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature-controlled office environment subject to typical office noise and environment. Positions require regular overtime or weekend work and the ability to travel.

Class	*Spec History*
Adopted	5/14
Revised	
BU	Mgt/Conf NS

CITY OF MODESTO/ MODESTO REGIONAL FIRE AUTHORITY
No. 2369

MRFA FINANCE MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, organize, and coordinate the activities of the Finance Division within the Administrative Services Department of the Modesto Regional Fire Authority including financial reporting, budgeting, accounts payable/receivable, and purchasing activities; to coordinate division activities with other divisions or departments; and to provide highly responsible technical support to higher level management staff.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the higher level management.

Exercises direct supervision over professional and technical personnel.

ESSENTIAL FUNCTION STATEMENTS – *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Assist with the development and implementation of goals, objectives, policies and procedures.

Plan, organize and participate in accounting activities including financial reporting systems, audits, accounts payable/ receivable, grants, and fixed assets.

Oversee and participate in the development of financial services work plan; assign work activities; monitor work flow; review and evaluate work products, methods and procedures.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Essential Functions: (Continued)

Oversee and participate in the Authority's accounting operations including financial record keeping and reporting methods, control systems, banking, general ledger, and year-end procedures.

Oversee accounts payable/receivable activities to ensure accuracy and integrity of methods and operations.

Oversee the Authority's purchasing activities ensuring policies and procedures are adhered to; develop and maintain effective relationships with vendors and contractors. Coordinate and participate in the maintenance and implementation of financial reporting systems; manage and implement upgrades to the system.

Prepare tax assessment records.

Participate in risk management activities including serving as liability claims administrator and serving as liaison to workers' compensation and general liability insurance carriers.

Represent the division to outside agencies and organizations; participate in community and professional groups and committees; provide technical assistance as necessary. Research and prepare technical and administrative reports; prepare written correspondence.

Build and maintain positive working relationships with co-workers, other Authority employees and the public using principles of good customer service.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Generally accepted accounting principles and practices related to governmental finance and related internal controls.

Use and applications of accounting management software.

Knowledge of: (Continued)

Budgeting procedures and techniques.

Principles and practices of leadership, motivation, team building, and conflict management.

Payroll processes including the calculation of payroll taxes and preparation of related documents and reports.

Pertinent local, State and Federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Principles and practices of supervision, training, and personnel management.

Ability to:

Organize and implement financial activities.

Ensure accuracy of and conformance to accepted and legal reporting standards.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Interpret and apply Authority and department policies, procedures, rules, regulations, and Memoranda of Understanding.

Work under the pressure of deadlines; analyze, research, and solve a wide range of problems.

Supervise, train and evaluate personnel.

Communicate clearly and concisely, both orally and in writing.

Ability To: (Continued)

Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible professional governmental accounting experience, including one year of supervisory experience.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration, or a related field.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid California driver's license.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require occasional overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	5/13
Revised	
BU	Mgt/Conf NS

CITY OF MODESTO
No. XXX

HUMAN RESOURCES MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, direct, manage, supervise, and coordinate human resources functions and activities in various assigned areas in the Administrative Services Department such as employee relations, labor relations, discipline, recruitment, selection, classification and compensation, training and employee development, and payroll and personnel actions; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Director.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Department Head.

Exercises direct supervision over assigned management, supervisory, professional, technical, and/or administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS – *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Assist the Director of Administrative Services in managing and directing a significant human resources function within the Department.

Develop and implement goals, objectives, policies, and procedures in assigned area.

Plan, organize, and direct one or more of the specialized human resources functions such as employee relations, labor relations, discipline, recruitment, selection, classification and compensation, training and employee development, and payroll and personnel actions.

Direct, oversee, and participate in the development of work plans; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures.

Prepare the operating budget for assigned work area; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget.

Essential Functions: (Continued)

Recommend the appointment of staff; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Department.

Manage and coordinate the discipline process in collaboration with the City Attorney's Office; advise departments on the conduct of investigations and proposed level of discipline; review proposed notices of intent and recommend additions, deletions, and additional investigation; conduct formal appeal process; coordinate grievance investigation and resolution.

Advise departments on interpretation and application of MOU's, various department and City policies, procedures, rules and regulations, federal and state laws and regulations and charter provisions.

Analyze legislation and regulations to determine effect on personnel programs and services; stay knowledgeable of current legislation and or court decisions affecting public personnel management.

Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research, prepare, and present technical and administrative reports to Council, commissions, and a variety of committees; prepare written correspondence.

Build and maintain positive working relationships with the senior executive team, Mayor, City Council, co-workers, other City employees, and the public using principles of good customer and public service.

If assigned this function, manage and coordinate programs according to accepted public human resources principles and practices; consult with staff on priorities and issues in need of resolution and advise on appropriate course of action.

If assigned this function, coordinate the Equal Employment Opportunity (EEO) Program; receive inquiries from Equal Employment Opportunity Commission (EEOC) and Department of Fair Employment and Housing (DFEH) regarding complaints filed with those agencies; coordinate the response process with the City Attorney and affected department.

If assigned this function, manage the development and implementation of organizational development programs including team building, training, and coaching programs.

Essential Functions: (Continued)

If assigned this function, manage, develop, plan, and implement negotiation goals, objectives, and strategies; serve as chief negotiator in collective bargaining; update Director of Administrative Services, City Manager, elected officials, and managers on collective bargaining progress, activities, and results; recommend and obtain authorization for negotiating parameters; respond to PERB complaints.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public personnel administration, including methods and techniques used in labor relations, recruitment and selection, classification and pay, salary and benefits administration, and training and equal opportunity.

Principles and practices of public sector labor relations and labor negotiations.

Principle and practices of employee discipline.

Principles and practices of public sector recruitment and selection, classification and pay, organizational analysis and development and performance management.

Principles and practices of policy development and implementation.

Applications of statistical methods and management/organizational analysis.

Principles and practices of leadership, motivation, team building, and conflict resolution.

Principles and practices of supervision, training, and personnel management.

Principles and practices of business correspondence and technical report writing.

Principles and practices of budget development, implementation, and monitoring.

Federal, state, and local laws and regulations affecting human resources management and labor relations.

Modern office procedures, methods, and computer equipment.

Ability to:

Organize, direct, and implement a comprehensive personnel program.

Perform advanced, professional level labor relations and employee relations work.

Analyze complex problems, evaluate alternatives, and make sound recommendations related to human resources administration including union/ employee relations.

Prepare and administer a budget.

Manage selection/recruitment and classification/compensation programs.

Supervise, train, and evaluate personnel.

Develop, interpret, and explain Department policies and procedures.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Work with and control sensitive, confidential information.

Administer contract services.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative-working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of professional personnel management experience, including two years of management and supervisory responsibility. Experience in a public agency is highly desirable.

Education:

A Bachelor's degree from an accredited college or university with major course work in public or business administration, human resources management, industrial/organization psychology, or a closely related field.

A Master's degree in one of the majors above is desirable.

License or Certificate:

Possession of or ability to obtain an appropriate valid California driver's license.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require regular overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	5/14
Revised	
BU	Unrep M/C NS

CITY OF MODESTO
No. 2601

POLICE CIVILIAN MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, organize, direct and coordinate the operations of an administrative unit within the Police Department including the Training Unit, Records Management, Property and Evidence, Animal Control Unit, Building Services and other assigned units; to coordinate records and support activities with other divisions and departments; and to provide highly responsible staff assistance to the Police Captain in the assigned division.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Police Captain in the assigned division.

Exercises direct supervision over assigned supervisory and professional, technical and administrative personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS- *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Plan, organize and direct the Training Unit, Records Management, Property and Evidence, Animal Control Unit, Building Services and other assigned units.

Develop and implement divisional goals, objectives, policies and procedures.

Direct, oversee and participate in the development of the assigned unit work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Prepare the unit budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Prepare grant proposals; monitor and administer grant and contract accounts and projects.

Recommend the appointment of personnel; provide or coordinate staff training, conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Department.

Develop and implement divisional goals, objectives, policies and procedures.

Essential Functions: (Continued)

Confer with other City departments regarding assigned related issues; implement internal controls to ensure governmental policy and regulations are met.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Represent the division and department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Manage a variety of software systems.

Research and prepare technical and administrative reports; prepare written correspondence.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of modern public administration including planning, organizing, staffing, directing, and controlling.

Pertinent local, State and Federal rules, regulations and laws.

Advanced principles, practices, methods, and techniques of policing and law enforcement in records management, evidence technology, property management, training functions, fleet services, franchise tow agreements, animal control functions, and hiring processes, depending on assigned units.

Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Modern office procedures, methods, and computer equipment.

Modern communication devices including radios, pagers, and cell phones.

MINIMUM QUALIFICATIONS (continued)

Ability to:

Manage and oversee an administrative unit within a large city Police Department; make decisions under pressure.

Prepare complex narrative and statistical reports, correspondence, and other documents.

Interpret and apply applicable law, City and department policies, procedures, rules and regulations.

Prepare and administer a divisional budget.

Organize and direct the work of administrative, technical, and clerical staff.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of experience equivalent to a Police Civilian Supervisor with the City of Modesto; including three years providing technical and functional supervision over assigned personnel.

Training:

Equivalent to an Associate's degree from an accredited college or university with major course work in business administration, public administration, criminal justice or a related field.

License or Certificate:

Possession of or ability to obtain an appropriate valid California driver's license.

Possession of a POST Records Supervisor Certificate highly desirable.

PHYSICAL REQUIREMENTS & WORKING CONDITIONS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions may require occasional overtime or weekend work and travel is rare. Work involves a variety of shifts including days, evenings, weekends, and holidays.

Class Spec History	
Adopted	03/95
Revised	05/14
BU	Mgt/Conf NS

CITY OF MODESTO
No. 2055

OPERATIONS MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To plan, direct, manage, supervise, and coordinate operations and maintenance activities in various assigned areas such as land/streetscape, streets, fleet services, airports, solid waste, parks operations, forestry, and pruned refuse collections; to negotiate and administer complex maintenance agreements; and, to provide highly responsible and complex staff assistance to the Director.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Department Head.

Exercises direct supervision over assigned management, supervisory, professional, technical, and administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS - *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Develop and implement divisional goals, objectives, policies, and procedures.

Manage, organize, and direct the activities of assigned services and activities related to streets, fleet services, parks and land/streetscape maintenance, solid waste, forestry, pruned refuse operations, and other assigned public works functional areas.

Direct, oversee, and participate in the development of work plans; assign work activities, projects, and programs; monitor work flow; review and evaluate work products methods and procedures.

Prepare the operating and capital improvement budgets for assigned division; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, and materials and supplies; administer the approved budget.

Appoint personnel with final approval of the Department Head; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Essential Functions: (Continued)

Supervise the safety program for assigned division; coordinate and attend safety meetings with other divisions; ensure the adherence to safe work practices by subordinate personnel.

May inspect work sites before, during, and after completion to assure work is completed in a satisfactory and thorough manner; inspect work completed by outside contractors.

Research, prepare, and present technical and administrative reports to Council, commissions, and a variety of committees; prepare written correspondence.

Negotiate, manage, and oversee complex operational and maintenance services agreements and maintain liaison with contractor; prepare and review cost estimates for proposed work and recommend final acceptance of completed work.

Represent the division and department to outside agencies and organizations; serve as staff liaison to community, professional, and other groups as assigned; make presentations to groups; and provide technical assistance as necessary.

Oversee and manage public relations activities as assigned; coordinate special events; manage volunteers and non-paid or alternative labor resources.

Participate in the planning and development of new streets, parks, trails, landscaping, purchase of new fleet, and other grant funded projects for infrastructure improvement, expansion, and energy efficiency standards.

Build and maintain positive working relationships with Department Head, peer managers, other City employees, and the public using principles of good customer service.

Research and prepare technical and administrative reports; prepare written correspondence.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public works and park maintenance in assigned area such as landscape, streets maintenance, community forestry tree maintenance,

Knowledge of: (Continued)

ballpark maintenance, airport maintenance, and fleet maintenance.

The more advanced and complex techniques, methods, and procedures of the assigned subject areas.

Negotiation and management of contractual services.

Record keeping and reporting procedures, including computerized maintenance systems.

Pertinent local, state and federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, training, and personnel management.

Ability to:

Organize, direct, and implement comprehensive programs related to assigned divisional operations.

Perform the most complex work of the assigned division.

Work under the pressure of deadlines; analyze, research, and solve a wide range of problems.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Effectively conduct public presentations.

Ensure project compliance with federal, state, and local rules, laws, and regulations.

Ability to: (Continued)

Interpret and apply City and department policies, procedures, rules, and regulations.

Coordinate, prepare, and administer multiple budgets.

Supervise, train, and evaluate personnel.

Establish and maintain effective working relationships with those contacted during the course of work.

Communicate clearly and concisely, both orally and in writing.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in the management and maintenance of municipal services such as streets, parks/landscape, fleet services, solid waste, airports, and/or community forestry administration including two years of supervisory responsibility.

Education:

A Bachelor's degree from an accredited college or university with major coursework in public or business administration, landscape architecture/maintenance, parks and recreation administration, urban forestry, engineering, or a related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate and valid California driver's license.

If assigned to Parks, a Certified Playground Safety Inspection certification issued by the National Playground Safety Institute is highly desirable.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 50 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment but also includes field visits entailing work outside in a variety of climates. Positions require occasional overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	5/14
Revised	
BU	Mgt/Conf NS

CITY OF MODESTO
NO. 2011

RECREATION AND NEIGHBORHOODS SERVICES MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To, plan, organize, direct, and coordinate recreation and neighborhood activities, including recreation programs and Housing and Urban Development (HUD) programs; and to provide highly complex staff assistance to the Director.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Department Head.

Exercises direct supervision over assigned management, supervisory, professional, technical and administrative support personnel.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS – *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

Assist in developing and implementing departmental goals, objectives, policies and procedures.

Develop and implement divisional goals, objectives, policies, and procedures.

Plan, organize and direct activities related to recreation and neighborhoods services including recreation and leisure service programming, federally-funded Housing and Urban Development Department programs, and cultural services programs.

Prepare program budgets; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Oversee and direct department personnel related matters; process and approve recruitment and hiring requests; organize and conduct investigations; review and make recommendations regarding notices of disciplinary action; function as department liaison to Human Resources and employee associations.

Essential Functions: (Continued)

Direct, oversee and participate in the development of the recreation and neighborhoods services work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Supervise negotiation and preparation of documents including development agreements, loan agreements, social service contracts, and consultant agreements; review and evaluate proposals and facilitate partnerships that result in the development, preservation or acquisition of affordable housing.

Develop, prepare and submit all reports to HUD, including financial, narrative and annual reports such as the Comprehensive Annual Program Evaluation Report, and required amendments.

Provide direction and oversight to the City's Entitlement Funds from the Department of Housing and Urban Development.

Manage, direct and organize housing rehabilitation activities, including preparing policies and alternatives for City Council, overseeing the progress of the rehabilitation "Target Areas" and relating to the Housing Rehabilitation Loan Committee.

Prepare and present information to the public; work with diverse, grass roots neighborhood groups, leaders and residents; investigate complaints and recommend corrective action as necessary to resolve complaints.

Serve as lead on programs related to neighborhood and community enhancements; ensure the City has a cross-jurisdictional approach to neighborhood services.

Represent the department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research, prepare and present technical and administrative reports to Council, commissions and a variety of committees; prepare written correspondence.

Negotiate, manage, and oversee a variety of contracts and agreements. Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of general HUD rules and regulations regarding eligible activities and yearly program requirements.

Housing rehabilitation program management including program guidelines and requirements.

Principles and practices of affordable housing development, preservation and rehabilitation of affordable housing.

Issues that affect the homeless population (in general) and the challenges for this group of citizens to secure quality housing and job placement on a long-term basis.

Principles and practices of rehabilitation, recreation programs, housing finance and development.

Principles and practices of policy development and implementation.

Principles and practices of leadership, motivation, team building and conflict resolution.

General legal authority and parameters for carrying out bonds, grants and other financial transactions.

Principles and practices of business correspondence and report writing.

Pertinent local, State and Federal rules, regulations and laws.

Principles and practices of budget development, implementation, and monitoring.

Principles and practices of organizational analysis and management.

Principles and practices of supervision, training and personnel management.

Modern office procedures, methods and computer equipment.

Ability to:

Organize, direct and implement comprehensive recreation and neighborhood service programs, including HUD program operations.

Prepare and administer various budgets.

Supervise, train and evaluate personnel.

Interpret explain and apply City and department policies and procedures.

Negotiate and administer contract services.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of organizational goals.

Ensure project and grant compliance with Federal, State and local rules, laws and regulations.

Gain cooperation through discussion and persuasion.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in program management related to recreation program development and management, housing development administration or a related field; including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban or regional planning, community development, recreation, public or business administration or a related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. **Lifting**: frequently up to 10 pounds; occasionally up to 25 pounds. **Vision**: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. **Hearing/Talking**: frequent hearing and talking, in person and on the phone. **Emotional/Psychological**: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. **Environmental**: frequent exposure to noise.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Positions require regular overtime or weekend work and the ability to travel.

Class Spec History	
Adopted	6/14
Revised	
BU	Mgt/Conf NS

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-225

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2014-39 TO REVISE THE CLASS RANGE TABLE FOR EXECUTIVE MANAGEMENT TO ADD DIRECTOR OF ADMNISTRATIVE SERVICES TO SALARY RANGE 1425

WHEREAS, the City Council desires to amend Exhibit "A" of Resolution No. 2014-39, which approved the Class Range Table for Executive Management,

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

SECTION I. AMENDMENT TO RESOLUTION NO. 2014-39. Exhibit "A" entitled, "City of Modesto Class Range Table, Executive Management, Effective January 28, 2014," attached to Resolution No. 2014-39, is hereby amended as shown on the amended **Exhibit** "A" entitled "City of Modesto Class Range Table, Executive Management Effective July 1, 2014," which is **attached** hereto and made a part hereof as though set forth in full herein. Said **Exhibit** "A" adds the Director of Administrative Services to salary range 1425.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:

ADAM LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
EXECUTIVE MANAGEMENT
Effective **July 1, 2014**

RANGE	TITLE
1414	City Auditor City Clerk
1420	Director of Finance
1422	Chief Information Officer Director of Community and Economic Development Director of Parks, Recreation and Neighborhoods Director of Public Works Director of Utility Planning and Projects
1425	**Director of Administrative Services**
1427	Deputy City Manager Fire Chief
1428	City Attorney
1429	Director of Utilities
1431	Chief of Police
1436	City Manager

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-226

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2013-220 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. 2013-220, 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. 2013-220. Exhibit "A" entitled, "City of Modesto Class Range Table, Represented Management and Confidential Non-Sworn Classes, Effective June 18, 2013," **attached** to Resolution No. 2013-220, 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, 2014," which is **attached** hereto and made a part hereof as though set forth in full herein. Said **Exhibit** "A" amends the Class Range Table as follows:

1. Adds the Operations Manager to salary range 448
2. Adds the Recreation and Neighborhoods Services Manager to salary range 448
3. Adds the Engineering Division Manager to salary range 455
4. Adds the Solid Waste Program Manager to salary range 446
5. Restores and changes Police Records Manager to Police Civilian Manager to salary range 441
6. Removes Budget and Financial Analysis Manager

7. Changes Business Development Manager to Business Center Manager at salary range 450

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective **July 1, 2014**

RANGE	TITLE
407	Administrative Office Assistant II (Confidential)
411	Administrative Office Assistant III (Confidential)
412	Police Clerk II (Confidential)
414	Legal Secretary I
415	Administrative Services Technician I (Confidential) Senior Administrative Office Assistant (Confidential)
416	Account Technician (Confidential)
418	Legal Secretary II Systems Technician I
419	Administrative Services Technician II (Confidential) Workers' Compensation Claims Assistant
420	Deputy City Clerk Employee Benefits Coordinator Executive Assistant Senior Legal Secretary
422	Modesto Regional Fire Authority Information Technology Technician Office Supervisor Systems Technician II Workers' Compensation Claims Examiner I
423	Custodian Supervisor Parking Services Supervisor
424	Buyer
425	Parking Adjudication Program Coordinator
426	Assistant Planner Central Stores Supervisor Financial Analyst I Senior Systems Technician

RANGE	TITLE
427	Administrative Analyst I
	Animal Control Supervisor
	Human Resources Analyst I
	Police Civilian Supervisor
	Technology Solutions Analyst I
	Workers' Compensation Claims Examiner II
428	Assistant City Clerk
430	Associate Planner
	Financial Analyst II
	Senior Buyer
	Software Analyst I
	Systems Engineer I
431	Administrative Analyst II
	Events Coordinator
	Human Resources Analyst II
	Senior Workers' Compensation Claims Examiner
	Technology Solutions Analyst II
432	Compost Facility Supervisor
	Junior Engineer
	Neighborhood Preservation Supervisor
	Operations Supervisor
	Parks Project Coordinator
	Recreation Supervisor
	Senior Crime and Intelligence Analyst
	Wastewater Collection Systems Supervisor
	Water Quality Control Plant Maintenance Supervisor
433	Water Resources Analyst
434	Customer Services Supervisor
	Financial Analyst III
	Recycling Program Coordinator
	Senior Community Development Program Specialist
	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
	Public Information Coordinator
	Transit Analyst
	Weed and Seed Program Coordinator
436	Assistant Engineer
	Deputy Fire Marshal
	Electrical Supervisor
	Housing Rehabilitation Supervisor
	Senior Planner
437	Risk and Loss Control Coordinator
	Senior Human Resources Analyst
438	Associate Land Surveyor
	Environmental Services Supervisor
	Integrated Waste Specialist
	Laboratory Supervisor
	Property Agent
	Public Safety Business Services Analyst
	Senior Financial Analyst
	Senior Software Analyst
	Senior Systems Engineer
	Water Distribution and Production Supervisor
	Modesto Regional Fire Authority Finance Manager
439	Administrative Services Officer
	Associate Transportation Planner
	Senior Business Analyst
440	Associate Engineer
	Parks Planning and Development Manager
	Recreation Program Manager
	Water Quality Control Operations Supervisor

RANGE	TITLE
441	Housing and Urban Development Manager
	Infrastructure Financing Program Administrator
	Parks Planning and Development Manager
	Streets Manager
	Police Civilian Manager
442	Centre Plaza Manager
	Construction Inspection Supervisor
	Customer Services Manager
	Environmental Regulatory Compliance Manager
	Principal Accountant
	Principal Information Technology Administrator
	Purchasing Manager
	Wastewater Collections Manager
443	Associate Civil/Traffic Engineer
	Senior Transportation Planner
444	Airport Manager
	Building Inspection Program Coordinator
	Building Inspection Supervisor
	Fleet Manager
	Principal Planner
	Transit Manager
446	Assistant Chief Building Official
	Information Technology Manager
	Water Quality Control Plant Manager
	Solid Waste Program Manager
447	Traffic Operations Engineer
	Water Systems Manager
448	**Operations Manager**
	Recreation and Neighborhoods Services Manager

RANGE	TITLE
450	Business Development Manager Chief Building Official Planning Manager Senior Civil Engineer
451	Parks Recreation & Neighborhoods Operations Manager
452	City Engineer Traffic Engineer
455	**Engineering Division Manager**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-227

A RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2013-221 TO AMEND THE CLASS RANGE TABLE FOR UNREPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES TO ADD THE CLASSIFICATION OF HUMAN RESOURCES MANAGER AT SALARY RANGE 2444 AND TO ADD BUDGET MANAGER TO SALARY RANGE 2450

WHEREAS, Council desires to amend Exhibit "A" of Resolution No. 2013-221, which approved the Class Range Table for Unrepresented Management and Confidential Non-Sworn Classes, effective July 2, 2013,

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

SECTION I. AMENDMENT TO RESOLUTION NO. 2013-221. Exhibit "A" entitled, "City of Modesto Class Range Table, Unrepresented Management and Confidential Non-Sworn Classes, Effective July 2, 2013, is hereby amended as shown on **Exhibit** "A" entitled, "City of Modesto Class Range Table, Unrepresented Management and Confidential Non-Sworn Classes, Effective July 1, 2014," which is **attached** hereto and made part hereof as though set forth in full herein. Said amended **Exhibit** "A" amends the Class Range Table as follows:

1. Adds Human Resource Manager to salary range 2444
2. Adds Budget Manager to salary range 2450

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2014.

The foregoing resolution was introduced at the regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:

ADAM LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
UNREPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective **April 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

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-228

A RESOLUTION APPROVING THE CLASS RANGE TABLE AND SALARY SCHEDULE FOR SWORN EXECUTIVE MANAGEMENT AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO EFFECTIVE JULY 1, 2014

WHEREAS, on September 11, 2012, the City Council adopted Resolution No. 2012-369 approving a one and one-half (1.5%) percent across-the-board increase for Non-Sworn Executive Management, excluding Sworn Executive Management, and

WHEREAS, on December 4, 2012, the City Council adopted Resolution No. 2012-510 amending the Chief of Police salary range, and

WHEREAS, these two actions created a disparity between Non-Sworn Executive Management and Sworn Executive Management salary ranges, and

WHEREAS, Council desires to establish a separate Class Range Table and Salary Schedule for Sworn Executive Management,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the Class Range Table and Salary Schedule for Sworn Executive Management, entitled "City of Modesto Class Range Table, Sworn Executive Management, Effective July 1, 2014" and "Schedule of Salary Ranges in City Service for FY 14/15, Sworn Executive Management", which are attached hereto as **Exhibit** "A" and **Exhibit** "B" made a part hereof as though set forth in full herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
SWORN EXECUTIVE MANAGEMENT
Effective **July 1, 2014**

RANGE	TITLE
1527	Fire Chief
1531	Chief of Police

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE July 1, 2014

Sworn Executive Management

		HOURLY		Bi-weekly		Monthly	
1505		36.89	44.54	2,951.20	3,563.20	6,418.86	7,749.96
1506		37.82	46.65	3,025.60	3,732.00	6,580.68	8,117.10
1507		38.76	46.80	3,100.80	3,744.00	6,744.24	8,143.20
1508		39.73	47.97	3,178.40	3,837.60	6,913.02	8,346.78
1509		40.72	49.16	3,257.60	3,932.80	7,085.28	8,553.84
1510		41.74	50.39	3,339.20	4,031.20	7,262.76	8,767.86
1511		42.79	51.65	3,423.20	4,132.00	7,445.46	8,987.10
1512		43.86	52.94	3,508.80	4,235.20	7,631.64	9,211.56
1513		44.95	54.27	3,596.00	4,341.60	7,821.30	9,442.98
1514		46.08	55.62	3,686.40	4,449.60	8,017.92	9,677.88
1515		47.23	57.02	3,778.40	4,561.60	8,218.02	9,921.48
1516		48.41	58.44	3,872.80	4,675.20	8,423.34	10,168.56
1517		49.62	59.90	3,969.60	4,792.00	8,633.88	10,422.60
1518		50.86	61.40	4,068.80	4,912.00	8,849.64	10,683.60
1519		52.13	62.93	4,170.40	5,034.40	9,070.62	10,949.82
1520		53.43	64.51	4,274.40	5,160.80	9,296.82	11,224.74
1521		54.77	66.12	4,381.60	5,289.60	9,529.98	11,504.88
1522		56.14	67.77	4,491.20	5,421.60	9,768.36	11,791.98
1523		57.54	69.47	4,603.20	5,557.60	10,011.96	12,087.78
1524		58.98	71.20	4,718.40	5,696.00	10,262.52	12,388.80
1525		60.46	72.98	4,836.80	5,838.40	10,520.04	12,698.52
1526		61.97	74.81	4,957.60	5,984.80	10,782.78	13,016.94
1527	Fire Chief	63.52	76.68	5,081.60	6,134.40	11,052.48	13,342.32
1528		65.10	78.60	5,208.00	6,288.00	11,327.40	13,676.40
1529		66.73	80.56	5,338.40	6,444.80	11,611.02	14,017.44
1530		68.40	82.58	5,472.00	6,606.40	11,901.60	14,368.92
1531	Chief of Police	70.11	84.64	5,608.80	6,771.20	12,199.14	14,727.36
1532		71.86	86.76	5,748.80	6,940.80	12,503.64	15,096.24
1533		73.66	88.92	5,892.80	7,113.60	12,816.84	15,472.08
1534		75.50	91.15	6,040.00	7,292.00	13,137.00	15,860.10
1535		77.39	93.43	6,191.20	7,474.40	13,465.86	16,256.82
1536		79.32	95.76	6,345.60	7,660.80	13,801.68	16,662.24
1537		81.31	98.16	6,504.80	7,852.80	14,147.94	17,079.84
1538		83.34	100.61	6,667.20	8,048.80	14,501.16	17,506.14
1539		85.42	103.13	6,833.60	8,250.40	14,863.08	17,944.62
1540		87.56	105.70	7,004.80	8,456.00	15,235.44	18,391.80
1541		89.75	108.35	7,180.00	8,668.00	15,616.50	18,852.90

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE July 1, 2014

Sworn Executive Management

	HOURLY		Bi-weekly		Monthly	
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1535	77.39	93.43	6,191.20	7,474.40	13,465.86	16,256.82
1536	79.32	95.76	6,345.60	7,660.80	13,801.68	16,662.24
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1538	83.34	100.61	6,667.20	8,048.80	14,501.16	17,506.14
1539	85.42	103.13	6,833.60	8,250.40	14,863.08	17,944.62
1540	87.56	105.70	7,004.80	8,456.00	15,235.44	18,391.80
1541	89.75	108.35	7,180.00	8,668.00	15,616.50	18,852.90

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-229

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 14/15 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, at the January 28, 2014 Council meeting, City Council approved the conceptual organizational structure, and identified the high-level structure of departments within the City, and

WHEREAS, as a result of organizational changes, several classification and salary changes are now needed to implement the reorganization, and oversee the new divisions/departments, and

WHEREAS, there are a number of position allocations changes necessary as a result of classification audits and/or corrections to previous actions,

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. Eliminate one (1) Deputy Director of Utility Planning and Projects in Utility Planning & Projects
2. Add one (1) Engineering Division Manager in Utilities
3. Eliminate one (1) Deputy Director of Parks, Recreation & Neighborhoods in Parks, Recreation & Neighborhoods
4. Add one (1) Recreation and Neighborhoods Services Manager
5. Reallocate one (1) Administrative Analyst II in Modesto Regional Fire Authority to one (1) MRFA Finance Manager

6. Reallocate one (1) Budget and Financial Analysis Manager in Finance to one (1) Budget Manager

7. Reallocate one (1) Administrative Office Assistant II Confidential in the City Attorney's Office to one (1) Administrative Office Assistant III Confidential

8. Reallocate one (1) .80 Management Analyst in Parks, Recreation and Neighborhoods to one (1) .80 Administrative Analyst II

9. Reallocate one (1) Administrative Services Officer in Community and Economic Development to one (1) Business Center Manager

10. Add one (1) .75 Administrative Analyst II in Parks, Recreation and Neighborhoods.

This resolution shall become effective on and after July 1, 2014.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-230

A RESOLUTION APPROVING A SEVERANCE PACKAGE WHICH INCLUDES SEVERANCE PAY, HEALTH BENEFITS, EMPLOYEE ASSISTANCE PROGRAM AND INTERVIEW LEAVE FOR EMPLOYEES SUBJECT TO LAYOFF DUE TO AN AUTHORIZED REDUCTION IN FORCE

WHEREAS, the City has projected a budget shortfall for Fiscal Year 2014-15 as a result of a slow recovering local economy, and

WHEREAS, the layoff of some full time employees is inevitable, and the City desires to establish a severance package to include severance pay, health benefits and interview leave for employees subject to an authorized reduction in force due to budget reductions, City-wide reorganization, and the implementation of the administrative/analyst resource sharing project, and

WHEREAS, the City aims to minimize layoffs, but employees who are designated to be laid off, who do not exercise bumping rights, and whose employment with the City ends between June 30, 2014 and June 30, 2015 will be offered a severance package, and

WHEREAS, the severance package will be determined by a formula based on an employee's years of service, weekly base pay, and health coverage election, and

WHEREAS, the receipt of a severance package shall be conditioned upon the execution of a severance agreement between the recipient and the City, which shall include a waiver and release of all claims in a form acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City to offer a severance package to eligible employees upon layoff as outlined in **Exhibit** A, entitled, "City of Modesto Severance Package Upon Layoff."

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to sign implementation documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

City of Modesto
Severance Package Upon Layoff
June 30, 2014 – June 30, 2015

Important Note: The benefits listed below for Severance Pay, Health Contribution, Interview Leave and Extended EAP Benefits have been negotiated by the City and the Modesto Confidential and Management Association (MCMA) and the Modesto City Employee's Association (MCEA).

Severance Pay

Employees in the classified service shall be paid Severance Pay in the amount of two (2) pay periods (four weeks) base salary upon layoff. Such pay shall be calculated based upon the employee's regular base pay, excluding acting pay, assignment pay, shift differential or other special pays.

In addition, employees with six (6) or more full years of service are eligible for additional severance pay as follows: Employees with six (6) to eight (8) years of services would receive one additional week of severance pay for a total of five (5) weeks, employees with nine (9) to eleven (11) years of service would receive two additional weeks of severance pay for a total of six (6) weeks, employees with twelve (12) to fourteen (14) years of service would receive three additional weeks of severance pay for a total of seven (7) weeks and employees with more than fourteen (14) years of service would receive a total of eight (8) weeks of severance.

At time of layoff, an employee shall have the option to receive Severance Pay in a lump sum payment or in the form of a contribution of equal value by the City to the employee's deferred compensation plan, subject to all appropriate IRS regulations and limitations.

If you elect to have all or part of your severance pay in the form of deferred compensation, please contact the Employee Benefits **immediately** at 577-5402.

These severance benefits are offered to employees by the City as an indication of the value the City places on its employees. It is a requirement that should the employee be re-hired by the City within four (4) weeks from the date of separation, the employee shall return the salary portion of the severance package less the period of time the employee was separated from the City.

Health Contribution

Employees in the classified service who receive Severance Pay shall also be eligible to receive the City's contribution to the City's COBRA health, dental and vision premiums for a period of four (4) to eight (8) weeks following layoff. The amount of this contribution shall be the same as that provided to active employees, except that that amount shall not include the equivalent of any in-lieu deferred or HSA compensation. The duration of the premium contributions shall be for the same number of weeks as the severance pay provision (4-8 weeks depending on years of service). The contribution shall be paid directly to the City's insurance carriers. (See section below on continuation of coverage under COBRA.)

Interview Leave

Employee in the classified service shall be eligible for Interview Leave upon notification by their Department Director that they may be laid off. Employees who elect to demote in-lieu of layoff are also eligible. An employee may be granted up to fifteen (15) hours of paid leave for the purpose of participating in employment interviews or examinations with other employers. As with other leave requests, Interview Leave is subject to approval, in advance, by the supervisor. Employees must provide supervisors with sufficient advance notice and employees may be required to provide verification of the scheduled interview or examination. Interview Leave in excess of fifteen (15) hours may be granted with the written approval of the Department Director. **For timesheet recording employees will need to use "Interview Leave Used".**

Cashout of Leave Accruals

Employees who are laid off shall be paid for all accrued and earned holiday, vacation, and overtime. Employees with at least five (5) years of continuous City service may cash out sick leave at 25% of accrued hours, or the employee may elect to leave sick leave on the books. If the sick leave is left on the books and the employee is not reinstated within two (2) years from the date of layoff, (and/or in accordance with the appropriate MOU), the employee shall be paid for said accrued sick leave (25%) at the employee's hourly rate of compensation at the time of layoff. <u>If you elect to leave your sick leave on the books, please contact the Human Resources Department **immediately.**</u>

Employees with less than five (5) years of continuous City service will automatically have their sick leave left on the books. However, if they are not reinstated within two (2) years, or in accordance with the appropriate MOU, there shall be no payout of the sick leave hours.

Deferred Compensation
(ICMA Retirement Corporation)

Most regular employees have been contributing a percentage of their salary into a deferred compensation plan. The City has been contributing another 1% - 2.5% for the employee to the same account.

In addition, if an employee has opted-out of health coverage, the City has been making in-lieu contributions to the employee's account. If an employee has one or more years of service at the time of layoff, the employee is entitled to all contributions made into the deferred compensation plan upon layoff. Employees with less than one year of service are entitled to only the contributions of the employee.

Payments from the employee's deferred compensation account may be made according to any of the following schedules:

1. in a one-time lump sum,
2. payment over a specified period of years,
3. payment over life expectancy, until account is exhausted,
4. equal payments until account is exhausted,

5. irregular schedule option.

Refunds are usually issued within 10-14 days once ICMA has received written request.

Deferred Compensation forms will be provided to employees upon layoff (ICMA will not accept withdrawal forms in advance).

Public Employees' Retirement System

When employees leave City service, they are entitled to receive a refund from the Public Employees' Retirement System or they have the option of leaving their contributions in the retirement system. Those employees wishing to cash out will receive a refund of the employee's contributions plus interest. A refund terminates your membership, and you will not be eligible for any retirement benefits unless you return to PERS membership at a later date. **There are advantages to leaving your contributions on deposit with PERS, especially if you are hoping to be reinstated to City of Modesto employment or if you might seek employment with another PERS-covered agency or an agency that has reciprocity with PERS (e.g. Stanislaus County)**. If you eventually return to the City or to other PERS-covered employment and you have cashed out your contributions, your previous years of service with the City will not count toward your retirement.

While you can "buy back" these PERS service credits at a later date, you can only do so while you are employed by a PERS-covered agency, and it can be very expensive. Employees are encouraged to carefully consider whether withdrawing PERS contributions is the right choice for their particular situation.

Once application is made to PERS for a withdrawal, it usually takes 6 to 8 weeks for a refund. The City does not keep account balances for PERS accounts. Employees can contact PERS directly at 888-225-7377 to obtain this information.

Withdrawal forms will be provided to employees upon layoff. (PERS will not accept withdrawal forms in advance).

Continuation of Health, Dental and Vision Benefits
(COBRA)

COBRA allows employees and their eligible dependents to elect to continue group health, dental and vision benefits under the health plan the employee is currently enrolled in, at the **employee's expense**. (See section on Health Contribution, providing for 4-8 weeks premium contribution by the City). In the event of a "qualifying event," an employee has 60 days to elect coverage under COBRA. An employee's layoff is considered a "qualifying event." An employee that is laid off may continue health benefits for up to 18 months. Monthly premium payments are made by the employee to the City of Modesto. As long as payments are made in a timely manner, there will not be a lapse in coverage. The premium varies depending on the health plan. Premiums can be paid to continue coverage for the employee only, as well as the employee with dependents. Under most plans, coverage can be limited to health (dropping dental and vision) if the employee so chooses.

There are other options instead of enrolling in COBRA continuation coverage that may be more affordable coverage option for employee and family. These options include the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." An employee should compare other coverage options with COBRA continuation coverage and choose the coverage that is best for them.

To find out more about enrolling in the Marketplace, such as what you need to know about qualifying events and special enrollment periods, visit www.coveredca.com.

If you have any questions about COBRA continuation, please contact the Employee Benefits at 577-5402.

Employee Assistance Program

Employees currently have available to them an Employee Assistance Program (EAP) counseling benefit. The City's EAP provides assessment, counseling and referral services for personal problems that may affect employees and their families.

This confidential counseling is provided by the Optum Health. To schedule an appointment, simply call Optum Health and identify yourself as an employee (or spouse) of the City of Modesto. The phone number is 1-800-992-5465. Current employees and dependents are covered for up to three visits each, per year.

The EAP counseling benefit will be extended to the laid off employee and/or spouse for a period of six (6) months from date of layoff, not to exceed six (6) visits per family. This benefit will be at no cost to the employee.

If you have any questions regarding the EAP, please feel free to call Optum Behavioral Health or the City's Employee Benefits at 577-5202. All calls and inquiries will be confidential.

Reinstatement

Employees who are laid off shall have their names placed on a departmental reinstatement list, by classification and by reverse order of layoff. Vacant positions within the department and the classification series (customary promotional progression) shall first be offered to employees on the appropriate classification reinstatement list for that department. Employees who are laid off will also be considered for vacancies in other departments. Employees on a reinstatement list will be strongly considered for vacancies, Citywide, for their specific classification, (and may be given preference) prior to the City considering applicants on a valid eligible list for that classification.

The eligibility of individuals on the reinstatement list shall extend for a period of two (2) years from date of layoff and/or in accordance with the appropriate MOU. Eligibles not responding to a written notification of an opening within fourteen (14) calendar days shall have their names removed from the reinstatement list. It is the individual's responsibility to keep the City of Modesto Human Resources Department informed of any change of address.

If an individual is reinstated from a reinstatement list within six (6) months of layoff to the same position in the same department, no new probationary period shall be required. All other appointments from a reinstatement list shall require that a new probationary period be served.

The City encourages Departments to consider employees on these reinstatement lists for interviews when filling vacancies that would be considered lateral moves or demotions for the employee (where the vacancy is at the same, or lower, Salary Range as the employee, where the employee holds the minimum knowledges, skills, abilities, experience and/or education of the vacant position, but where the vacant position is not in the customary promotional progression of the laid off employee).

Job Search Assistance

For a period of three (3) months following date of layoff, Human Resources Department staff and administrative support staff from other departments will provide job search and job application assistance to laid off employees.

Assistance will include:

* Preparation of resumes
* Typing of application and/or resumes
* Free photocopying of applications and/or resumes
* Free photocopying of job flyers from other agencies
* Brochures on benefits and job search from E.D.D.
* A staff prepared guide to Resume Preparation
* A staff prepared guide to Job Search and Interviewing
* A list of local Regular and Temporary Employment Agencies
* Access to an assortment of job flyers from other agencies

In addition, laid off employees are encouraged to provide resumes to the Human Resources Department so that staff can contact them by phone in the event job leads are reported to the Human Resources Department.

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-231

RESOLUTION APPROVING THE TERMINATION OF THE JOINT POWERS AGREEMENT OF THE MODESTO REGIONAL FIRE AUTHORITY (MRFA); RESCINDING RESOLUTIONS NO. 2011-14 AND NO. 2011-15 AND DIRECTING THE CITY OF MODESTO REPRESENTATIVE TO SUPPORT THE DISSOLUTION OF MRFA

WHEREAS, on January 11, 2011, the City of Modesto entered into a Joint Powers Agreement (JPA) with the County of Stanislaus and the Salida Fire Protection District to establish a regional fire protection service delivery model, and

WHEREAS, it was the intent of the participating agencies to build upon the regional model and include additional jurisdictions moving forward, and

WHEREAS, it has been realized that the formal JPA approach has been limited by the ability to further promote regional model success, and

WHEREAS, transitioning to a new, more collaborative model will return the focus to the direct, efficient and effective provision of critical public safety services,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves terminating the Joint Powers Agreement of the Modesto Regional Fire Authority, rescinding Resolution No. 2011-14, which approved the Modesto Regional Fire Authority Joint Powers Agreement.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby rescinds Resolution No. 2011-15, which approved authorizing the Mayor to appoint a councilmember as the City's Representative on the Modesto Regional Fire Authority Board of Directors.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto representative to support the dissolution of MRFA.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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. 2014-232

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MODESTO, SALIDA FIRE PROTECTION DISTRICT AND COUNTY OF STANISLAUS REGARDING THE TRANSITION OF FIRE AND EMERGENCY SERVICES FROM THE FORMER MODESTO REGIONAL FIRE AUTHORITY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, on January 17, 2011, the City of Modesto entered into a Joint Powers Agreement (JPA) with the County of Stanislaus and the Salida Fire Protection District, and

WHEREAS, the Members have subsequently determined that the Modesto Regional Fire Authority (MRFA) Joint Powers Agreement (JPA) should be terminated, and

WHEREAS, on June 10, 2014 the City Council approved the termination of the MRFA JPA, and

WHEREAS, it is desired to memorialize the basic understanding and direction of the Modesto City Council, the Board of Directors of the Salida Fire Protection District and the Stanislaus County Board of Supervisors as to the dissolution of the Modesto Regional Fire Authority ("MRFA") and the successful transition of fire services back to the Parties,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Memorandum of Understanding between City of Modesto, Salida Fire Protection District and County of Stanislaus regarding the transition of fire and emergency services from the former Modesto Regional Fire Authority.

BE IT FURTHER 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 in a special meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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. 2014-233

RESOLUTION APPROVING A ONE YEAR AGREEMENT BETWEEN THE CITY OF MODESTO AND THE SALIDA FIRE PROTECTION DISTRICT FOR FIRE AND EMERGENCY RESPONSE SERVICES AND DIRECTING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, on January 17, 2011, the City of Modesto entered into a Joint Powers Agreement (JPA) with the County of Stanislaus and the Salida Fire Protection District

WHEREAS, the Members have subsequently determined that the Modesto Regional Fire Authority (MRFA) Joint Powers Agreement should be terminated, and

WHEREAS, a one year agreement with Salida Fire Protection District is part of the dissolution of MRFA,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement between the City of Modesto and the Salida Fire Protection District with a term from July 1, 2014 through December 31, 2014.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the District and the City may extend the term through June 30, 2015 through an agreement as provided in the agreement, **attached** as **Exhibit** "A".

BE IT FURTHER 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 in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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

#7

AGREEMENT BETWEEN SALIDA FIRE PROTECTION DISTRICT AND CITY OF MODESTO REGARDING FIRE AND EMERGENCY RESPONSE SERVICES

This AGREEMENT is made and entered into this 10th day of June 2014 by and between the Salida Fire Protection District, an independent special district governed by the Fire Protection District Law of 1987 (Health and Safety Code Section 13800 *et seq.*; the "Act") (DISTRICT), and the City of Modesto, a charter city, (CITY), through the Modesto Fire Department (MFD).

Recitals.

WHEREAS, the District, the City, and County of Stanislaus (collectively the "Members") entered into the Modesto Regional Fire Authority ("MRFA") Joint Powers Agreement ("JPA") on January 17, 2011; and,

WHEREAS, the Members have subsequently determined that MRFA should be terminated; and,

WHEREAS, this Agreement is entered into as part of the dissolution of MRFA consistent with the JPA.

NOW, THEREFORE, the Salida Fire Protection District desires to enter into this Agreement for stated services at the identified cost of $102,500 per month effective July 1, 2014.

Section 1. Agreement Term.

The term of this Agreement shall be from July 1, 2014 through December 31, 2014. The District and City may extend the term through June 30, 2015 through an agreement as provided in Agreement section 8.b.

Section 2. Scope of Services.

Within the boundaries of the District, MFD shall provide and be fully responsible for the following services, and those areas described in District Automatic Aid Agreements.

a. Incident Response.

1. General Service Criteria.

A. Response Area.

MFD shall provide fire and emergency services to all areas within the District.

B. Station Location/Staffing

- Salida Station No. 12 — 4820 Salida Blvd
- Salida Station No. 13 — 1330 Ladd Road
- Salida Station No. 14 — 5551 Ciccarelli Road

Within the District boundaries, MFD will maintain a minimum staffing level of a three (3) person engine company per shift. Each company shall consist of 1 Captain and 1 Engineer and one (1) Firefighter. In the absence of ranked positions, personnel working "out-of-class" (acting/relief) will be used.

The City operates all apparatus with a minimum of three (3) person staffing, consistent with the current MOU with the Modesto City Firefighters Association. Salida agrees to fund three (3) Captains and three (3) Engineers.

MFD will provide appropriate back-up coverage to ensure that the District has adequate response capability in the event of an incident.

C. Response Criteria.

This agreement embraces the "shared-resources" and "boundary-drop" concepts, which are identified as an expanded Automatic Aid Agreement. Automatic Aid is defined as the dispatch of fire, emergency medical, rescue and other emergency response resources to an emergency incident based on the availability of the closest agency resource regardless of political jurisdiction or boundaries, in concert with an approved Operational Area Plan. It is further defined as the dispatch of fire, emergency medical, rescue and other emergency response resources to an emergency incident

based on the availability of the closet resource regardless of political jurisdiction or boundaries, and is in concert with an approved Operational Area Plan.

MFD shall meet the established response time goals defined by the District (included as Appendix "A"). In the event MFD does not meet District response times, then the MFD Fire Chief and the District Fire Chief shall confer as often as required to ensure that District response times are achieved.

D. Chief Officer Coverage.

Any Chief Officer shall meet all state and federal requirements and follow MFD standards and procedures related to command, control, and emergency operations.

E. Utilization of Personnel, Apparatus and Equipment outside of the District.

Automatic Aid Plans, Mutual Aid Plans, Borderless Response Plans, and any other plans utilizing personnel, apparatus, and equipment shall be conveyed in writing to the District Fire Chief prior to implementation.

F. Fire Service Obligations to Other Governmental Agencies.

MFD shall provide services to meet the District's obligations with respect to mutual aid in accordance with day-to-day mutual/auto aid plans, and all appropriate State of California interagency service agreements. MFD shall support expanded mutual aid, automatic aid and mutual response areas with other fire agencies adjacent to the District.

The District Fire Chief shall authorize in advance the use of any District apparatus or equipment planning to be utilized in support of the California master mutual aid program. If District resources are dispatched out of the area, MFD agrees to backfill and or cover with like-type and kind resources.

In the event of an approved mutual aid request involving District apparatus (requires approval of District and MFD chief if MFD personnel are used), MFD shall be reimbursed for all

personnel costs. Reimbursement related to District equipment, including hourly rates and administrative cost, will be reimbursed to the District.

Only MFD personnel will staff apparatus on a CFAA Mutual Aid request, based on MFD salary rates provided in the annual salary survey.

2. Fire and Emergency Services.

Services shall be provided in accordance with the Act, and implementing agreements.

Supported services include:

Fire suppression operations (Urban, suburban, rural, wildland)
Emergency medical services (BLS level)
Rescue operations
Special Operations (Hazardous materials and technical rescue

All personnel assigned to District fire stations and apparatus shall be certified and qualified to perform fire and life safety operations necessary to serve the District.

MFD will provide personnel trained at a minimum of the Firefighter I level including EMT, Hazmat FRO, and the awareness level for technical rescue.

b. Dispatch Service.

Stanislaus Regional 911, a joint powers authority, supplies dispatch services to the District. The cost of such services shall be the responsibility of the District.

Only authorized and approved frequencies shall be used in the District.

c. Community Education.

1. Fire Prevention and Safety Programs.

Recognizing that the curriculum may be different, MFD will support the planning and development of fire prevention and safety education training programs for schools, businesses, community associations, child care providers and other members of the community consistent with the level of service provided in the City. Programs to be provided by MFD shall be mutually agreed to by the MFD Fire Chief and District Fire Chief. All required materials will be provided by the District.

2. Miscellaneous.

MFD shall respond to specific requests from the community including, but not limited to Fire Station Tours and Ride-alongs.

d. Fire Prevention.

MFD will make reasonable efforts to facilitate and assure fire and life safety within the district. MFD will comply with the District's most recently adopted fire code.

MFD shall work with the District Fire Chief and the Stanislaus County Fire Prevention Bureau toward fire and life safety.

1. Pre-fire Planning.

MFD will perform pre-fire planning services which include map and detail page creation and updates. Response maps and detail pages for the District that include alternate and on-site water supplies shall be maintained on a routine basis, based on District standards.

2. Weed Abatement.

MFD will support the provisions of the County's Weed Abatement Ordinance.

3. Arson Investigation Service.

Fire investigation services shall be supplied under separate agreement through Stanislaus County.

e. Administration.

1. Contract Administration.

The MFD Fire Chief, or his or her designated representative, shall represent MFD in all matters pertaining to the administration of this Agreement.

The District Board of Directors shall designate the District Fire Chief, or his or her designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The parties recognize the need to continue to collaborate to administer this Agreement, including meeting upon request to explore opportunities for greater efficiencies. Accordingly, the parties desire to set forth a process for reaching agreement on mutually acceptable modifications to this Agreement with regard to service delivery standards and material changes to the budget.

The District and City of Modesto will formally notify one another prior to a change and/or modification. Said notification shall provide adequate time for the other party to provide comment, express concerns and to allow for agreement on the aforementioned changes and modifications.

2. Notification of Operational Concerns.

MFD will promptly notify the District Fire Chief or designee of the following events occurring within the District.

- Any fire in excess of two alarms;
- Any fire fatality;
- Major hazardous materials response;
- Serious response-related injury to any firefighter responding to service within the District;
- Any incident resulting in the closure of a business, evacuation of large numbers of citizens, or the displacement of any persons from their home for more than 24 hours; and
- Any accident and/or damage to District facilities, apparatus, or equipment.

3. Community Events.

MFD will participate in the planning and implementation of community activities.

4. Reports and Records.

A. Records related to providing services to the District under the terms of this Agreement shall be the property of both the District and the City.

B. MFD will support sufficient records to enable the District to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement and as such services relate to performance obligations which are provided for in other agreements which the District has or may enter into (e.g., NFIRS, OSHA Industrial Injuries, etc.)

C. MFD will maintain sufficient financial records related to the performance of services under this contract to enable the District to seek financial reimbursement for disaster response, hazardous material and other incident response for which the District may be eligible for reimbursement.

D. MFD will provide to District Fire Chief financial reports, reasonably available, related to District matters requested by the District Board of Directors or District Fire Chief.

5. Fire Complaints and Requests for Service.

A. MFD shall inform the District Fire Chief of any and all complaints regarding the provision of services to the District by MFD.

B. MFD shall reasonably accommodate requests for service from the community. Requests for service, which are not included within the scope of this Agreement, shall be provided by MFD subject to mutual agreement by MFD and the District.

6. Local Identity.

It is important that the communities being served (the Salida, Del Rio, Wood Colony county areas) closely identify with the provision of fire services as a District provided service. The District may determine how their facilities and apparatus are identified. MFD personnel shall wear approved MFD uniforms.

Section 3. Facilities.

a. Buildings and Real Property.

1. Use of District Fire Station No. 12, 13, and 14.

District will provide MFD use of the District-owned facilities. These fire stations may be utilized to provide services to the District under the terms of this Agreement

The following list outlines the use at the time in which the Agreement was executed;

- Fire Station No. 12 - 4820 Salida Blvd,
  - Temporarily unstaffed due to the road construction project underway at Broadway and Hwy 99.
  - Currently housing one rescue unit, a mobile command post, water rescue boat and tow vehicle, training support trailer, and a confined space response trailer.

- Fire Station No. 13 - 1330 Ladd Road,
  - Being utilized as a supply and maintenance facility

- Fire Station No. 14 - 5551 Ciccarelli Road.
  - Staffed with one company housing one Type-1 engine, one Type-III engine, and a water tender

Staffing shall be relocated from Fire Station No. 14 to 12 when requested and approved by the District.

Fire Station No. 13 will no longer be used as a maintenance and stores facility by MFD.

Approval to permanently (greater than 24 hours) position, move and or house personnel at a different fire station shall be the responsibility of the District.

In the event MFD utilizes District facilities to provide services over and above normal operations, MFD shall reimburse the District for the cost of providing such facilities/equipment as mutually agreed upon by the District Fire Chief and MFD Fire Chief.

Responsibility for maintenance of the building and grounds are as set forth below.

A. District Responsibility.

The District shall be responsible for grounds maintenance, building repairs, painting, major carpet/floor cleaning, pest control, water softener, fuel tank maintenance, utilities, phone service, and fire alarm service. The scheduling of repairs shall be coordinated between the MFD Fire Chief and District Fire Chief and or designees. Damage caused by the negligence or intentional conduct of the District or its employees shall be the responsibility of the District at no additional cost to MFD.

B. MFD Responsibility.

MFD shall be responsible for day-to-day cleaning, light maintenance of the facilities and grounds, and supplies to perform said duties. Examples include, but not limited to, replacement of light bulbs, routine gardening duties, and cleanliness of site and structures. MFD shall have no responsibility for maintaining public liability and property damage insurance for District-owned fire stations. Damage caused by the negligence or intentional conduct of MFD or its employees shall be the responsibility of MFD at no additional cost to the District.

C. Return Upon Termination.

Upon termination of this Agreement, MFD will return the buildings and real property to the District with a reasonable and expected wear and tear.

b. Apparatus/Equipment.

1. Inventory.

MFD shall assist the District in maintaining an inventory of District apparatus and equipment.

Inventory as of July 1, 2014:

• 2007 Chevrolet Silverado	CA-1260630
• 2005 Chevrolet 4500 (CP-1)	CA-1230100
• 2005 Featherlite Trailer (CP-1)	CA-1250702
• 2000 Pierce Type-I Engine	CA-1057561
• 2000 Pierce Type-I Engine	CA-1057562
• 2012 Pierce Type-I Engine	CA-1409780
• 2010 Pierce Type-III Engine	CA-1330530
• 1996 International Water Tender	CA-E036057
• 1997 Ford Type-XI Engine	CA-E054614
• 1990 Ford Rescue	CA-E283281

2. Use of Apparatus and Equipment.

The District will provide MFD use of District-owned apparatus and equipment as identified above for performance of services to the District under this Agreement. All District-owned apparatus and vehicles will be housed at District fire stations. The District may purchase new equipment and apparatus, as necessary in order to maintain adequate service levels and to ensure safe working conditions. The District will be responsible for maintaining registration and licensing of District-owned apparatus.

3. Normal Operating Costs, Maintenance and Repair.

The normal operating items shall be provided by MFD for all apparatus and equipment used in providing stated services, which includes things such as fuel, oil and items of routine use. The maintenance and repair of equipment (inventory not classified as rolling stock) shall be the responsibility of MFD.

The District shall repair and maintain apparatus (rolling stock) to appropriate and applicable fire service standards at its expense. A maintenance program shall be performed as outlined by the District.

The District shall be responsible for all other repairs requiring the apparatus to be taken "out-of-service" for any period of time.

MFD shall maintain daily logs and reports on all apparatus and equipment. MFD will provide for day-to-day minor repairs such as the replacement of a light bulb. A reserve apparatus will be placed in service as soon as possible if a frontline apparatus is to be out-of-service for an extended period of time whereas the response provisions in this Agreement cannot be met.

4. Apparatus and Equipment Replacement.

District shall bear all costs to replace apparatus and major equipment and may create such reserves for depreciation as may be necessary and prudent for replacement of apparatus and major equipment.

5. Deletion or Addition of Apparatus and Equipment.

Upon agreement between the District Fire Chief and MFD Fire Chief, individual pieces of apparatus and equipment may be deleted from the inventory available to MFD for performance of services under this Agreement or new apparatus and equipment may be added to such inventory.

6. Return Upon Termination.

Upon termination of this Agreement, MFD will deliver to the District all District-owned equipment and apparatus forthwith in good and serviceable condition.

Section 4. Cost of Services.

a. Payment for Services.

1. Method of Billing and Payment.

The District will pay the City $102,500 per calendar month of incident response duty performed, paid on a monthly schedule. If such monthly payments are not received by the City within thirty (30) days, the City shall be entitled to recover interest at the legal rate on the outstanding payment amount.

Section 5. Personnel.

a. MFD Personnel

1. The District shall not be liable for the direct payment of any salary, wages, or other compensation to MFD personnel performing services hereunder for the District, or any liability other than that provided in this Agreement. The District shall not be directly liable for compensation or indemnity to any MFD employee for injury or sickness arising out of his/her employment, except as part of the District's payment of indirect costs to the MFD.

2. MFD shall support all personnel with personal protective equipment meeting compliance for the duties assigned.

b. Reserves

1. MFD shall support the District's volunteer/reserve program by providing training and utilization of personnel on incident responses and community prevention/education.

2. Costs associated with volunteer/reserves will be borne by the District. Scheduled training for the volunteer/reserve program that requires dedicated trainers will be paid to the City for the hours worked at overtime rates.

3. Volunteer/reserve firefighters will be equipped at no cost to MFD.

4. Reserves will operate in accordance with policies and procedures that are agreed upon by MFD and the District.

Section 6. Indemnification.

a. Mutual Indemnification.

Except as otherwise specifically provided in this Agreement or any attachment hereto, the City, on behalf of itself and the MFD, shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of City and/or MFD, their elected or appointed officials, officers or employees arising out of or relating to the performance of this agreement by City and/or MFD and its elected or appointed officials, officers and employees, and with regard to any alleged illegality or unconstitutionality of a City of Modesto ordinance.

Except as otherwise specifically provided in this Agreement or any attachment hereto, the District shall defend, indemnify, and hold harmless the City and MFD, their elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind of nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of District, its elected or appointed officials, officers or employees arising out of or relating to the performance by District of this agreement and its elected or appointed officials, officers, employees and volunteers, and with regard to any alleged illegality or unconstitutionality of a District ordinance.

b. Mutual Indemnification Obligations Survive Termination.

The obligations created by Agreement Section 7(a) shall survive the expiration or termination of this Agreement as to actions occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 7. Insurance.

a. Public Liability and Property Insurance.

The District shall maintain public liability and property damage under this Agreement, including the use and/or occupancy of District-owned equipment, apparatus, real property and premises.

b. Workers' Compensation Insurance.

1. MFD Personnel.

MFD shall maintain Workers' Compensation Insurance as required by the State of California.

2. District Personnel (Volunteers, Reserves, Board of Directors).

The District shall maintain Workers' Compensation Insurance as required by the State of California.

Section 8. Miscellaneous.

a. Agreement/Contract Term.

This Agreement is for a term of six (6) months. It shall continue in force from 12:00 a.m. on July 1, 2014 until 7:00 a.m. on December 31, 2014, unless sooner terminated in accordance with the provisions herein.

b. Agreement/Contract Extension.

This Agreement may be extended for the period of 1/1/15 through 6/30/15 by mutual consent between the District Board of Directors and the City of Modesto. By November 1, 2014, the City of Modesto and the District Board will determine if this Agreement will be renewed for an additional six-month term. An extension of this Agreement must be formally entered into by January 1, 2015.

c. Termination.

This Agreement may be unilaterally terminated by either party, by giving written notice to the other party at least 90 (ninety) days prior to termination.

d. Notices.

All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the parties at the addresses set forth below or to such other address as may, from time to time to designated in writing.

To:

Fire Chief
Modesto Fire Department
610 11th Street
Modesto, CA 95354

To:

Fire Chief
Salida Fire Protection District
P.O. Box 1335
Salida, CA 95368

e. Further Obligations and Warranties.

The parties recognize that this Agreement cannot represent a complete expression of all issues, which may arise during the performance of the Agreement. Accordingly, MFD and the District agree to meet and confer in good faith over any issue not expressly described herein to the end that the District will obtain fire and emergency medical services within the standard of care customary in the District's fire service. MFD will be fairly and adequately compensated for the services it provides hereunder.

Each party represents that it has the administrative and financial ability and sufficient equipment and facilities to perform the terms and conditions of the Agreement.

1. Amendment.

This Agreement may not be amended or modified except by the mutual consent of the District Board of Directors and the City of Modesto.

2. Integration.

This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the provisions of fire and emergency services as set forth in this Agreement.

3. Headings.

The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

4. Severability.

Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

5. No Continuing Waiver.

No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

6. Successors.

This Agreement shall insure to the benefit of and be binding upon any successors or assigns of the parties. No party may assign any right or obligation hereunder without the written consent the parties.

7. No Third Party Beneficiary.

The provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

8. Applicable Law.

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

9. Venue.

The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Stanislaus. The venue for any legal action in Federal court filed by a Party to this Agreement for the purpose of interpreting or

enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Eastern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Stanislaus County, California; however nothing in this Agreement Section shall obligate a Party to submit to arbitration any dispute arising under this Agreement.

10. Counterpart Execution.

This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

—Signatures on Following Pages—

CITY OF MODESTO

By _____
Garrard Marsh
Mayor

Attest:

By _____
Stephanie Lopez
City Clerk

Approved as to Form:

By _____
Adam Lindgren
City Attorney

SALIDA FIRE PROTECTION DISTRICT

By _____
Jerry DeBoer
Board Chair

Attest:

By _____
Dale Skiles
Fire Chief

Approved as to Form:

By _____
William D. Ross
District Counsel

Attachment "A"

SALIDA FIRE PROTECTION DISTRICT
STANISLAUS COUNTY

2014 RESPONSE TIME GOALS

To deliver code-3 emergency services in a safe and efficient manner, with a response time of:

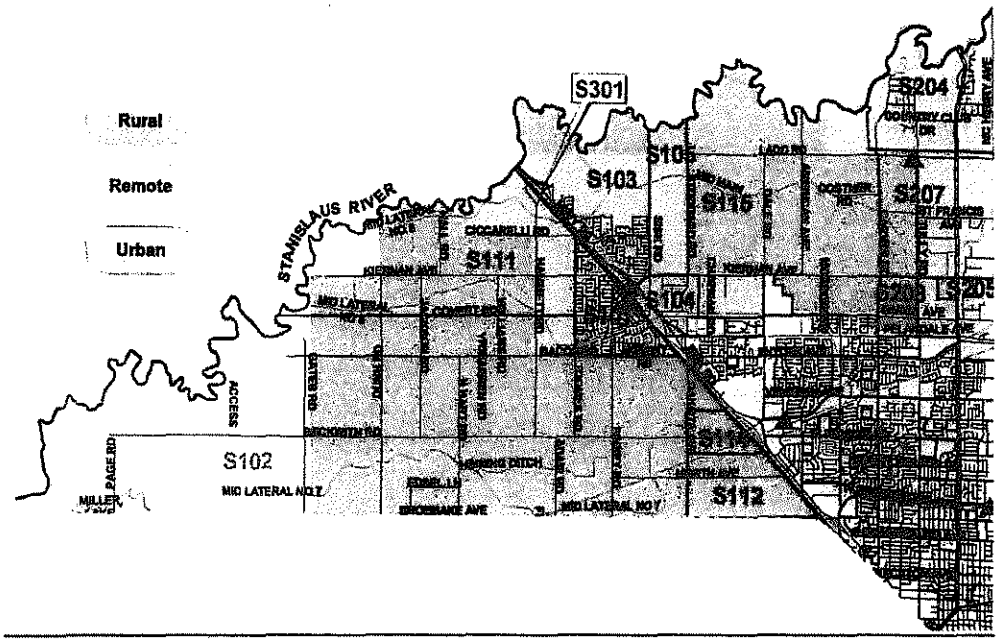
Urban (Salida)	- 06:00 minutes or less, 80% of the time
Urban (Del Rio / McHenry)	- 10:00 minutes or less, 80% of the time
Rural	- 08:00 minutes or less, 80% of the time
Remote	- No defined goal

Definitions:

Urban: Developed areas with mixed residential, commercial, and industrial; with moderate to high-density population.

Rural: Areas of open spaces, low to moderate population density; predominantly agricultural with minimal commercial.

Remote: Areas of large open spaces with low population; minimal development and/or road networks.



Map not to scale

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-234

RESOLUTION APPROVING A ONE YEAR SERVICE AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF MODESTO FOR INTERIM INFORMATION TECHNOLOGY SERVICES AND DIRECTING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

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

WHEREAS, On May 23, 2012 MRFA approved the Information Technology (IT) Transition Plan for MRFA, including adoption of a recommendation to use the Stanislaus County Department of Strategic Business Technology (SBT) to provide information technology services to implement the transition plan. MRFA and SBT entered into the following agreements for IT services for FY 2014-15:

- Desktop/Helpdesk Support and WAN/Lan/Internet Services
- SBT Help Desk (Customer Support Center) for Mobile Device Controls
- Professional Support Services Agreement
- Server Hosting Services for specified servers
- Shared Database Hosting/Administration and Shared Server Hosting/Administration

WHEREAS, on June 10, 2014 the Council of the City of Modesto approved terminating the Joint Powers Agreement of the Modesto Regional Fire Authority, and

WHEREAS, to ensure there is no disruption to fire service and operations from a technological perspective, the City has a need to continue use of SBT IT services while it transitions to a City Fire Department, and the County and SBT are willing to continue

providing those services on an interim basis to the City on the terms and conditions set forth in the Agreement, **attached** as **Exhibit** "A", and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a one year service agreement between the County of Stanislaus and the City of Modesto Interim Information Technology Services.

BE IT FURTHER 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 in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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

#7

AGREEMENT TO PROVIDE INTERIM INFORMATION TECHNOLOGY SERVICES

This Agreement to Provide Interim Information Technology Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services.

B. On May 23, 2012, MRFA approved the Information Technology Transition Plan for MRFA, including adoption of a recommendation to use the Stanislaus County department of Strategic Business Technology ("SBT") to provide information technology services to implement the transition plan.

C. MRFA and SBT entered into the following agreements for information technology services for the Fiscal Year 2014-2015 (collectively referred to as the "Service Level Agreements," copies of which are attached and incorporated in this Agreement by reference):

(1) Desktop/Helpdesk Support and WAN/Lan/Internet Services
(2) SBT Help Desk (Customer Support Center) for Mobile Device Controls
(3) Professional Support Services Agreement
(4) Server Hosting Services for specified servers
(5) Shared Database Hosting/Administration and Shared Server Hosting/Administration

D. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a collaborative model for providing emergency services.

E. The City has a need to continue use of SBT information technology services while it transitions to a city fire department, and the County and SBT are willing to continue providing those services on an interim basis to the City on the terms and conditions set forth in this Agreement.

Terms and Conditions

1. The City will assume and accept the Service Level Agreements between SBT and MRFA on the same terms and conditions established in those agreements.

2. The County consents to the assumption of the Service Level Agreements by the City and agrees to provide information technology services to the City on the same terms and conditions established in those agreements.

3. The parties agree that, except as otherwise agreed to by the representative officers of the parties during the term of the Service Level Agreements, all terms and conditions of the Service Level Agreements remain in effect and shall establish the relationship between the City and the County related to information technology services for City fire and emergency services.

4. The parties recognize that transition to City provided information technology services from SBT services will occur during the term of the Service Level Agreements. It is agreed that one or more of the Service Level Agreements, or portions of a Service Level Agreement, may be terminated at the request of the City upon 30-days written notice to SBT, and that compensation owed to the County for specific services shall be adjusted in accordance with the reduced services being provided by SBT. No early termination or reduction penalty

or fee shall be imposed on the City for terminating or reducing services under this Agreement or the Service Level Agreements listed in Section C above. Reduction of services contemplated by this paragraph does not require amendment of this Agreement or further approval by the governing bodies of the parties.

5. The term of this Agreement, and the Service Level Agreements, shall be from the June 10, 2014 through June 30, 2015, unless one or more of the Service Level Agreements are terminated earlier as set forth in Section 4 of this Agreement. This Agreement will automatically terminate upon termination of all of the Service Level Agreements. The term of this Agreement and any Service Level Agreement may be extended upon agreement by the representative officers of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COUNTY OF STANISLAUS	CITY OF MODESTO
By:_____	By:_____
Stan Risen	Jim Holgersson
Chief Executive Officer	Interim City Manager
"County"	"City"

APPROVED AS TO CONTENT:
Strategic Business Technology

By:_____
Marcia Cunningham
Director

APPROVED AS TO FORM:

By:_____
John P. Doering
County Counsel

APPROVED AS TO CONTENT:
Modesto Fire Department

By:_____
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

By:_____
Adam Lindgren
City Attorney

Stanislaus County

Strategic Business Technology

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Customer: Fire Records Management System (Fire RMS)

Title of Service: Desktop\Helpdesk Support and WAN\LAN\Internet Services

Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:

SBT provides services such as Wide Area Network (WAN), Local Area Network (LAN), and Internet services.

SBT supports the Wide Area Network (WAN) infrastructure that allows connection across the County based devices and external resources. The WAN infrastructure includes routers, firewall, labor, help desk, and network printers (costs include: technical salaries, hardware and software, routers, hubs, switches, fiber optic cabling and components, telecommunications, network monitoring, backbone email exchange and gateways, and installing and troubleshooting network components).

SBT supports the Local Area Network (LAN) infrastructure, which is the computer network that connects computers and devices in a limited geographical area such as your office building. This includes support and administration of your department Internet Protocol (IP) addresses, which is an exclusive number for all information technology devices (i.e. printers, routers, modems, etc.) that identifies and allows them the ability to communicate with each other on a computer network. LAN services also include assistance from the SBT Help Desk for desktop support for your department work stations and other network devices.

SBT Internet Services is provided via a symmetrical 90 Megabit per Second (Mbps) link through AT&T, which is secured through firewall technology and URL web content filtering.

What is covered:

WAN\LAN\Internet support covers administration, regular maintenance, and problem resolution for network infrastructure, SBT Help Desk, desktop support, and connectivity for your department devices connected to the County network. SBT engineers are on-call on weekends, holidays, and furlough days to support network connectivity for the County. The cost for services for Fiscal Year 2014-2015 is $11,411, which is based on twenty (20) devices.

What is not covered:

1. Call back for support services during after hours/weekend/furlough days/holidays covered by an on-call person(s) to resolve a department specific reported issue. After hours support will incur additional charges above and beyond what is described in this agreement at the overtime rate of 1.5 times the current hourly rate.

2. Support and/or services for any Google Applications and/or Google email. If the customer has any issues or concerns in this regard, they should contact Google directly. If the customer requests support from SBT, the customer will be charged the current hourly rate for services.
3. Any software license management.
4. Non-standard hardware or software.
5. Mechanical issues with printers.

Responsibilities of SBT:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Communication with our customers to ensure customer satisfaction, to include open communications with the SBT Management Team if necessary for problem resolution.
3. Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers from 7:30 AM to 5:00 PM Monday through Friday, except legal holidays or furlough days. The SBT Help Desk and/or Desktop Support will attempt to diagnose and resolve a reported problem over the telephone using available remote assistance technologies. If a problem cannot be resolved by remote access, the issue will be escalated to result in the dispatch of a Desktop Services Technician to the customer's site for the purpose of troubleshooting the issue.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk at SBTHelpDesk@stancounty.com or (209) 525-4357 to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk at least three (3) days in advance of any special needs after hours, weekends, or holidays.
3. For Desktop Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	Response Time
Standard Desktop hardware or Software Issues	Within 1 hour of initial call
Connectivity or Wireless Issues	Within 1 hour of initial call

Support Contacts:

Name	Office
SBT Help Desk	525-4357 (HELP) or SBTHelpDesk@stancounty.com

Rates for services are reviewed annually and subject to change on July 1st, which is the start of the new fiscal year for Stanislaus County. Customers will be notified of any rate changes well in advance of the change becoming effective.

I, the undersigned, agree to the terms and conditions of this Agreement:

Signature or Electronic Authorization sent via email: ***Date Approved:***

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

801 11th Street, 4th Floor
Modesto, California 95354
Phone (209) 525-Help
Fax (209) 567-4264

Stanislaus County

Strategic Business Technologies

DESCRIPTION OF SERVICE

Customer: Modesto Regional Fire Authority – Mobile Device Controls (MDCs)

Fund/Org: To be invoiced monthly

Title of Service: SBT Help Desk (Customer Support Center).

Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:
Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers (Customer Support Center) from 8:00 AM to 5:00 PM Monday through Friday, except legal holidays. These hours can be extended by special arrangement. Problems with any one of the services contracted by Customers of SBT can be called into the SBT Help Desk for technical support. The SBT Help Desk will attempt to diagnose and resolve the problem over the telephone using available remote assistance technologies (if available). If the problem cannot be resolved initially, the SBT Help Desk will continue escalating the issue until it is resolved. We will monitor work orders to ensure resolution is completed as listed in the support response time section.

SBT originally quoted the Modesto Regional Fire Authority (MRFA) $20,330.76 for thirty-seven (37) MDC devices:

	WAN Devices	LAN Devices
Monthly Cost Per MDC	$7.25	$38.54
Number of MDCs	37	37
Total Monthly Cost	**$268.25**	**$1,425.98**
ANNUAL COST	***$3,219.00***	***$17,111.76***

SBT agrees to charge MRFA in Fiscal Year 2014-2015 the proposed total cost of $20,330.76 for support to the MDCs. MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically in the amount of $1,694.23 for a total annual cost not to exceed $20,330.76. Please note that if on-site assistance is needed, applicable mileage for travel to the Fire Stations will be charged @ $0.56 per mile. If travel is needed within the city limits of the City of Modesto, travel will not be charged.

What is covered:
SBT Help Desk support covers problem resolution for standard software, standard hardware, and Internet connectivity.

After hours/weekend/Holidays are covered with an on-call person(s) and appropriate action taken to resolve the reported issue. (see Support Coverage and Hours for additional costs)

What is not covered:

1. SBT Help Desk support after hours and holidays unless specifically covered in the support coverage section.
2. This agreement does not include device support for any agency outside of the Modesto Regional Fire Agency. If support is needed for other agencies, cost for that support would be covered under separate agreement.
3. Any software license management, unless covered by separate SLA.
4. Support of non-standard hardware or software unless specifically covered within this SLA.
5. Mechanical issues with printers.
6. This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.

Responsibilities of SBT Help Desk:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Quality Assurance testing on Software and standard desktop Images developed by SBT will be performed prior to implementing into a Production environment.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk three Days in advance of any special needs after hours, weekends, or holidays.
3. For PC Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	**Response Time**
Standard MDC hardware	Within 2 hours of initial call

Support Contacts:

Name	Office
SBT Help Desk	525-Help

Support Coverage and Hours:

Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Description	Specifications	Charges
On-Site Visit Service, standard hours, weekdays	8:00 AM to 5:00 PM, Monday through Friday, phone contact services	**mileage ****
Extended Hours Service, weekdays	5:00 PM to 8:00 AM, Monday through Friday	**$102.00 per hour plus mileage ****

Advanced Notice Required		
Extended Hours Service, weekends **Advanced Notice Required**	24 hours, Saturday and Sunday	**$102.00 per hour plus mileage ****

** Current County mileage rate of $0.56 ½ per mile. (Amount subject to change)

Performance Goals and Measurements:
These are defined as the service delivery times required by the Customer to insure their services remain at a high operational level. The delivery performance required by the Customer should be consistent with their own delivery needs.

Performance Goal	Measurement
Resolve 50% of the calls at First level Support	Quarterly Average reports

Review and Feedback Process:
If there is an issue with delivery, it is the responsibility of SBT to inform the Customer. Meetings will be held when necessary with Customer to review and agree upon the services and pricing for the services to be provided. The responsibilities of both SBT and the Customer will also be reviewed and agreed upon during each review.

Both parties must agree upon changes to the agreement in writing. There will be no new billing to the Customer without being previously agreed to at this meeting.

The agreement will require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. SBT will attempt to limit any adverse effect to clients due to unforeseen circumstances placed upon it.

A yearly review of this Service Level Agreement should be undertaken.

Invoiced Monthly for all expenditures.

I, the undersigned, agree to the terms and conditions of this Agreement:

Signature or Electronic Authorization sent via email: ***Date Approved:***

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority - Operations

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

Michael Pless, Senior System Engineer
Stanislaus County Strategic Business Technology

801 11th Street, Ste 4100
Modesto, California 95354
Phone (209) 525-4357

Stanislaus County
Modesto Regional Fire Authority
Strategic Business Technology

Professional Support Services Agreement

Effective Period: July 1, 2014 - June 30, 2015

Terms:

Strategic Business Technology (SBT) will provide services and support for the Modesto Regional Fire Authority (MRFA) during the Fiscal Year 2014 – 2015, in the following areas:

Desktop/Tablets/Laptops
Printers/Scanners Networking
Email
Local Area Network (LAN)
Wide Area Network (WAN)
Internet/Intranet
Web Site (Official domain name ModestoRFA.org)

- Work for services covered under this agreement; additional hours may be negotiated through separate amendment as both need and budget dictate.
- SBT will bill the Modesto Regional Fire Authority a monthly flat rate amount of $6,666.67 for services/support provided. Total annual cost of $80,000.
- MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically for $6,666.67 each month.
- The Director of SBT will review the Professional Support Services agreement quarterly with the Fire Chief to ensure services and support needs are being met.
- The Director of SBT will meet annually with MRFA to discuss the next fiscal year's needs and requirements.

Services:

- SBT will assign a representative from the department who will serve as the primary contact for the coordination of MRFA Information Technology (IT) needs. This representative will attend MRFA IT status meetings.
- The SBT representative will review MRFA IT support status, issues, tasks, and communicate with SBT Management to ensure needs are being met in a timely manner.
- SBT will provide services and resources necessary to cover MRFA IT needs to the extent covered under this agreement.
- As services may require skill sets from infrastructure, server, desktop, and the development divisions, SBT will deploy staff with the appropriate level of experience to address particular support needs.
- Services may be provided onsite as needed at MRFA located at 3705 Oakdale Road, any one of the Modesto Fire Stations, Salida Fire Station, and the Regional Fire Training Center.
- SBT will report to MRFA any deficiencies in systems and/or equipment and take necessary steps to resolve the problems.
- SBT recognizes that MRFA may have unique, time sensitive requirements. If SBT staff with the necessary skills are onsite and available, they will be asked to address the issue(s).

Responsibilities of the Modesto Regional Fire Authority:

- MRFA will work with the SBT representative to establish priorities and needs.
- **Non-Emergency service requests:**
  MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) or submit a work order request by email to SBTHelpDesk@stancounty.com. The SBT Help Desk is the communications hub for SBT services and must be informed of any issues in order to track

progress and resolve problems in a timely and satisfactory manner. Please do not contact SBT staff directly.

- **Emergency service request:**
  Normal Business Hours: MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) and notify them of the emergency. SBT Help Desk will contact the appropriate individuals.
  Off hours: MRFA will notify the primary IT contact and/or the SBT Director.
- MRFA will provide office space for the primary SBT representative.

Billing:

- MRFA will be invoiced monthly a flat rate amount of $6,666.67, and annual cost are not to exceed $80,000.
- Overtime will require authorization by MRFA and will be billed at 1.5 times the hourly billable rate.

What is not covered:

- ***Equipment or software purchases*** - This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.
- ***Other Regional Fire Agency Divisions*** – Salida Fire is included under this agreement, but does not include support for any other regional fire agency divisions.
- ***Special Servers*** – This agreement does not include support for MRFA special servers (i.e. domain control, exchange, terminal, etc.) that may be supported under a separate agreement.
- ***New projects*** - New projects defined outside of the scope of Phase I and Phase II that were approved by the MRFA Board on May 23, 2012, Board Agenda # 5.3, will be billed separately for work performed at an hourly rate of $68.00. All projects will have a project charter that will include a detailed project plan identifying tasks and time lines, overall scope of work. Projects will be reviewed and approved by MRFA prior to beginning work. MRFA will receive a separate Stanislaus County Invoice either by mail or electronically upon completion of project work .
- ***Mobile Device Controls*** – This agreement does not include the support of the Mobile Device Controls (MDCs) and the related NetMotion connection server, which are covered under separate agreements.
- ***FireRMS Database Administration*** – This agreement does not include the support of the FireRMS Database Administration, which is covered under separate agreement.
- ***Telecommunication services*** - This agreement does not include any Telecommunication services, including but not limited to cabling, landlines, VoIP, or other telephone services.

Strategic Business Technology:
Fund-Org: 5031-0048100
Account # 37250

Modesto Regional Fire Authority:
Fund-Org: To be invoiced monthly

Marcia Cunningham
Director
Strategic Business Technology

Randall K. Bradley
Fire Chief
Modesto Regional Fire Authority

Stanislaus County

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Strategic Business Technology

SERVICE LEVEL AGREEMENT

Customer: Modesto Regional Fire Authority - MRFA

Fund/Org: To be invoiced monthly

Title of Service: Server Hosting Service for the following servers

- Regional Fire NetMotion (MRFANM)
- Regional Fire Domain Controller (MRFADC1)
- Regional Fire Domain Controller (MRFADC2)
- Regional Fire Terminal Server (MRFATS1)
- Regional Fire Mail Server (MRFAMBX01)
- Regional Fire Mail Server (MRFACASHT01)
- Regional Fire Mail Server (MRFACASHT02)
- Regional Fire File Server which also contains printing, DB file for QuickBooks (MRFAFS1)
- FireRMS ZOLL Server
- FireRMS ZOLL Terminal Server

Effective Date: July 1, 2014 through June 30, 2015

Description of Service:

Strategic Business Technology (SBT) will provide under agreement with each Customer a server hosting service. This document defines the terms of the agreement as well as the roles and responsibilities of SBT and the customer.

The annual cost for these ten (10) servers to be hosted is $1,000.00 per year per server for a total of $10,000.00 annually. MRFA will be invoiced the cost of $83.33 per month per server or $833.30 monthly.

In addition to the special server charge, there is a one-time charge for the annual maintenance and connectivity to support remote access to the ZOLL – Terminal Server, which is billed in July each year.

Service	Annual Cost	Quantity	Total
Terminal Services (Remote Access)	$75.30 per unit	31	$2,334.42
Total cost per year			**$2,334.42**

SBT will manage for the customer:

- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, a 90 Megabit connection to the Internet.

- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

What is covered:

1. System installation in the SBT Data Center located at 3705 Oakdale Road in Modesto, CA. This will include physical installation into a rack, power, network, keyboard, video, and mouse connection.
2. IP address allocation and configuration.
3. Physical network connectivity on the County DMZ, and on a server subnet for internal management.
4. Account administration and management. SBT Engineers will manage account creation, modification and deletion for the Customer. Requests for Account administration must be handled through the SBT Help Desk. Timely notification of account changes (3 days in advance for new accounts, 2 hours for account deactivation/deletion) is appreciated.
5. Antivirus client installation and configuration. The cost of the antivirus software, plus appropriate license maintenance is included in the monthly cost to the Customer.
6. Data backup client installation and configuration. SBT conducts incremental backups Monday through Thursday, and full backups starting on Friday evening. The most current backup will be kept offsite at another County facility. SBT will work with the Customer to determine their specific backup requirements.
7. Testing. SBT will work with the Customer to ensure that the server is communicating properly and is accessible from the Internet, as well as internally.
8. Maintenance and management. Once the server is properly deployed, SBT will continue to monitor the server for performance and security issues. If a problem arises, SBT staff will notify the Customer and either hand the problem off to the Customer to resolve, or, resolve the problem directly. As every situation is different, it is impossible to define in advance every possible contingency. SBT will, with the Customer's participation work to resolve any issues. SBT can manage Operating System and Application patching for the Customer on a biweekly basis, and as requested. See Appendix One Terms and Conditions for details.
9. After hours support. SBT Engineers are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.
10. Appropriate access to the OES network and the FireRMS terminal server.

What is not covered:

1. **Equipment or software purchase. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer. MRFA will be required to maintain the necessary annual maintenance and support renewals for all software, including but not limited to CommVault, Cryoserver, McAfee, and VMWare.**

2. **Software license management. The Customer is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer.**

3. **SBT does not provide Continuity of Operations Planning (COOP) or provide disaster recovery relocation efforts for systems covered under SLA unless specifically stated. Each department is responsible for their IT sections of their COOP plan unless specifically**

contracted with SBT to do so. SBT will work with customers in event of disaster and relocation, but priority will be given to core servers and network services affecting the most users and/or the public.

4. **Application upgrades may be subject to additional charges determined by SBT engineers. Small application patches and hot fixes may be included at no charge, but major version upgrades/updates will be reviewed by SBT to determine if a project charter and additional project charges apply.**

5. **This agreement does not include support for a Blackberry Enterprise Server.**

Responsibilities of Strategic Business Technology:

1. SBT will give priority to Customers with whom we have a SLA for the appropriate service.
2. SBT will handle customer request for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer issues and will conduct themselves in a professional manner at all times.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
5. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

Responsibilities of the Customer:

1. **MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.**
2. The Customer will manage account creation, including any accounts required for SBT staff and systems to be able to provide the services outlined in this Agreement.
3. The Customer will manage the server application and its content.
4. The Customer will submit any service requests through the SBT Help Desk for tracking and handling of the request.

I, the undersigned, agree to the terms and conditions of this Agreement:

Electronic Authorization sent via email: ***Date Approved:***

_____ _____

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

_____ _____

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

_____ _____

Michael Pless, Sr. Systems Engineer
Stanislaus County Strategic Business Technology

APPENDIX ONE TERMS AND CONDITIONS

Antivirus and system patches:

SBT staff will take responsibility for installing, configuring, and maintaining antivirus software on the Customers server. SBT staff always performs limited testing of new antivirus updates. However, the possibility exists that an antivirus update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide antivirus updates in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

SBT will undertake, if the Customer so requests, routine Operating System patching. SBT performs system patches on a bi-weekly basis. This maintenance normally occurs on the evenings of scheduled County pay days. As application of these updates frequently require a system restart, some minimal downtime can be expected; usually on the order of 5 minutes. SBT staff always perform limited testing of new system updates. However, the possibility exists that a system update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide system patching in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

Firewall protection and vulnerability scanning

SBT maintains the County Internet Firewall. Servers hosted by SBT have all traffic bound for them filtered by the Firewall and only permits traffic through that matches the requirements outlined by the Customer. All traffic that is permitted through is logged by SBT. By signing this agreement, the Customer consents to allowing SBT to log this activity.

SBT performs vulnerability assessments weekly of all systems in the SBT server room. The results of these weekly scans can be made available to the Customer. Unless where specifically agreed upon (e.g. as part of system updating described in this Agreement), it is the Customer's responsibility, in conjunction with Strategic Business Technology, to correct these vulnerabilities or make the determination that the vulnerability does not present a genuine threat.

Threats

SBT maintains a strict policy of risk mitigation by blocking access to any devices determined to be infected with a virus or trojan, compromised by outside entities, or otherwise deemed to be a threat to the network. If SBT determines that the Customer's server poses a threat due to any of these issues, SBT will block all access to the device and contact the Customer to facilitate resolution. Unfortunately, the nature of many of these types of system intrusion are such that even allowing the device to remain connected for a few minutes can cause denial of access to many other systems, and therefore SBT can not afford to wait for the Customer's permission before taking this type of action. With appropriate administration of patches and updates, and by taking reasonable security countermeasures, the likelihood of such infections/intrusions should be slight. By signing this Agreement, the Customer agrees that SBT has the right to exercise such access blocking in the event that SBT determines that a threat exists.

Stanislaus County

801 11th Street, 4th Floor
Modesto, California 95354
Phone (209) 525-Help
Fax (209) 567-4264

Strategic Business Technology

SERVICE LEVEL AGREEMENT

Customer(s): **Fire Prevention _ FireRMS**

Fund/Org: **To be invoiced monthly**

Title of Service: **Shared Database Hosting/Administration and Shared Server Hosting/Administration**

- Application Name – **FireRMS**
- Database Platform – SQL 2005
- Database Name – FireRMS
- Database Server – FireRMS

Effective Date: **July 1, 2014 through June 30, 2015**

DESCRIPTION OF SERVICE

Strategic Business Technology (SBT) will provide services and support to the Customer(s) including, database hosting and administration, and server hosting and administration. The annual cost for these services will be $5,000.00 per year or $416.67 per month.

WHAT IS COVERED

Database Hosting and Administration -

- SBT will host and administer databases on the following platform:
  - Microsoft SQL
- SBT will administer user account creation, modification, and deletion for the Customer. All requests for account administration shall be submitted to the SBT Help Desk. New user account creation shall be completed within five (5) working days.
- SBT will review user roles and accounts on a regular basis.
- SBT will create and maintain backup sets, including full backup and logs, with the ability to provide point in time recoveries.
- Once deployed, SBT will monitor the database for performance and security issues. If a problem arises, SBT staff will notify the Customer immediately and work with the Customer to resolve the issue.
- SBT will review server logs as necessary, research errors listed and resolve technical problems, defragment hard drives, and tune queries on a regular basis.
- SBT will review software update release notes, install database software updates twice a year, and troubleshoot any issues that may arise.
- Major software upgrades will be discussed and planned with the Customer to determine the scope of work and whether additional service charges will apply. Major software upgrades would be done only one (1) time a year. In the software upgrade planning process, the Customer(s) will be informed of any potential downtime or need for testing the new configuration. A separate project charter for services may be applicable.

- Database administration services will be provided during County identified standard business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Server Hosting and Administration -

- Restricted Access to the Database – Other parties or agencies shall not access or change the database without notification and coordinator with SBT.
- Complete management of the server(s) on which database and application is installed. This includes:
  - Hardware Maintenance
  - Operating System upgrades and patches
  - Antivirus protection
  - Security assessments
- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, currently a 90 Megabit connection to the Internet.
- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

WHAT IS NOT COVERED

1. Equipment or software purchases. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer(s).
2. Replacement of FireRMS Server. The expected life of the FireRMS server is five (5) years. At which time, the server hardware will be out of warranty and will require replacement. It will be the responsibility of the Modesto Regional Fire Authority to secure funding from the various participating fire agencies to pay for the replacement of the server in 2016. Estimated cost for replacement is $9,500.
3. Software license management. The Customer(s) is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer(s).
4. Services outside the scope of this agreement. Only upon prior written approval by the Customer(s) will SBT provide or charge for services beyond those stated in this agreement. Services outside the scope of this agreement will be handled through the SBT Help Desk or by special agreement (i.e. Project charter) with SBT Administration. Additional services may be charged either on a time and materials basis or a specific contractual basis.

RESPONSIBILITIES OF STRATEGIC BUSINESS TECHNOLOGY

1. SBT will give priority to Customer(s) who have a SLA for designated service.

2. SBT will handle Customer(s) requests for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer(s) issues.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer(s) are informed of the status of their request(s) or issue(s) at their convenience. Significant problems will be communicated to Customer(s).
5. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
6. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

RESPONSIBILITIES OF THE CUSTOMER(S)

1. **MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.**
2. The Customer(s) has the responsibility to initiate any Requests for Service and to report system problems to the SBT Help Desk at 525-HELP (4357). The SBT Helpdesk is the communications hub for SBT services and must be informed of any issues in order to track progress and resolve problems in a timely and satisfactory manner.
3. The Customer(s) should notify the SBT Help Desk three (3) working days in advance of any special needs that will be required over weekends, holiday periods, or at night. It is understood that emergency situations may not meet this criteria. After hours wages may be billed to the Customer(s).
4. The Customer(s) must notify the SBT Help Desk of critical problems or Requests for Service to assist SBT staff to correctly prioritize response and track current and historical issues.
5. The Customer(s) shall provide training to their own employees on applications as appropriate.
6. The Customer(s) shall provide SBT staff advance notification if a significant increase in user activity or data access is anticipated or planned.

REQUIRED HOURS OF AVAILABILITY

- SBT application, database, and server support staff are available during normal business hours of 7:30 a.m. - 5 p.m. Monday through Friday.
- SBT application and database support staff can be made available outside of these hours with adequate notice as defined above. After hours wages may be billed to the Customer(s).
- SBT server support staff are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.

SUPPORT RESPONSE TIME

- Support and services are available by calling the SBT Help Desk at 525-HELP (4357), or send an email to SBTHelpDesk@stancounty.com.
- SBT must give priority to customers with whom we have a SLA for designated services.
- SBT will handle customer requests for service in timely manner.
- SBT will work diligently in resolving customer issues.
- Any special requirements that the Customer may have that necessitate after-hours support will be negotiated.

REVIEW AND FEEDBACK PROCESS

If there is an issue with delivery of service or support, it is the responsibility of SBT to inform the Customer(s). Meetings will be held when necessary with the Customer(s), and project team if

needed, to review and agree upon the services and pricing for the services to be provided. The responsibilities of SBT and the Customer(s) will also be reviewed and agreed upon.

Any modifications to the SLA need to be agreed to in writing by all parties to the agreement. There will be no additional billing to any Customer(s) unless previous arrangement with the Customer(s) has been made either by a Request for Service, specific Project Charter or amendment to this agreement.

The agreement may require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. Strategic Business Technology will attempt to limit any adverse effect to Customer(s) due to unforeseen circumstances.

This agreement shall be reviewed by SBT and Customer(s) annually.

SIGNATURES

I, the undersigned, agree to the terms and conditions of this Agreement:

Electronic Authorization sent via email: ***Date Approved:***

_____ _____

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

_____ _____

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-235

RESOLUTION APPROVING AN AGREEMENT BETWEEN CITY OF MODESTO AND COUNTY OF STANISLAUS REGARDING THE USE OF COUNTY VEHICLES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, on January 17, 2011, the City of Modesto entered into a Joint Powers Agreement (JPA) with the County of Stanislaus and the Salida Fire Protection District, and

WHEREAS, the Members have subsequently determined that the Modesto Regional Fire Authority (MRFA) Joint Powers Agreement (JPA) should be terminated, and

WHEREAS, on June 10, 2014 the City Council approved the termination of the MRFA JPA, and

WHEREAS, MRFA utilizes certain Stanislaus County-owned vehicles and the City has a need to continue use of those vehicles while it transitions to a city fire department, and Stanislaus County is willing to allow the City continued use of the vehicles on an interim basis on the terms and conditions set forth in the agreement, **attached** as **Exhibit** "A".

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement between City of Modesto and County of Stanislaus regarding the use of County Vehicles.

BE IT FURTHER 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 in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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

AGREEMENT FOR USE OF COUNTY VEHICLES

This Agreement for use of County Vehicles (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services

B. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a broader collaborative model for providing fire and emergency services.

C. MRFA utilizes certain County-owned vehicles and the City has a need to continue use of those vehicles identified in Exhibit A to this Agreement (the "Vehicles") while it transitions to a city fire department, and the County is willing to allow the City continued use of the Vehicles on an interim basis on the terms and conditions set forth in this Agreement while it diligently pursues acquisition of its own vehicles.

Terms and Conditions

1. The County will allow the City to continue use of available Vehicles listed in Exhibit A, for a 6-month period from July 1, 2014 through December 31, 2014.

2. As services are transitioned back to the Fire Warden/OES Division over the next 6-months, the County periodically throughout the transition period will need Vehicles to be returned to County use, as identified by the County. When that occurs, the County shall send notice to the City of its request, allowing 30-days for the City to return the Vehicle or Vehicles.

3. The City may discontinue use of one or more of the Vehicles, and return to the County any Vehicle or Vehicles no longer needed by the City at any time during the term of this Agreement.

4. City agrees that County has no control over the manner in which the Vehicles is operated during the term of this Agreement by City or any third party that City implicitly or explicitly permits. City warrants that: (a) prior to each use, City has or will inspect the Vehicles to confirm that it is in good condition, without defects, includes readable decals and is suitable for City's intended use; (b) City shall immediately notify County if the Vehicles is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (c) City has received from County all information needed or requested regarding the operation of the Vehicles; (d) County is not responsible for providing operator or other training unless City specifically requests in writing and County agrees to provide such training (City being responsible to obtain all training that City desires prior to use of the Vehicles); (e) only authorized individuals shall use and operate the Vehicles ("authorized individuals" being those who are properly trained to use the Vehicles and who are not under the influence of drugs or alcohol or otherwise impaired); (f) the City will use the Vehicles in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Vehicles and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; (g) the Vehicles shall not be used to travel outside of the County beyond 60 road miles; and (h) the Vehicles shall be kept in a secure location.

5. City shall not (a) alter or cover up or remove any decals or insignia that has any

operational or safety instructions; (b) assign its rights under this Contract; (c) use the Vehicles in a negligent, illegal, unauthorized or abusive manner, nor allow the use of the Vehicles by any unauthorized individual (City acknowledging that the Vehicles may be dangerous if used improperly or by untrained parties).

6. City shall perform routine maintenance on the Vehicles, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. City shall pay the full cost of repairs until the repairs are completed. County has no responsibility during the period of use by the City to inspect or perform any maintenance or repairs on the Vehicles. County has the right to enter and inspect the Vehicles wherever located. City has the authority to and hereby grants County the right to enter the physical location of the Vehicles for the purposes set forth herein.

7. County does not design or manufacture the Vehicles and is not the agent of the party(ies) that do. County disclaims all representations and warranties, express or implied, with respect to the Vehicles, including a Vehicle's durability, condition, merchantability, or fitness for any particular purpose. City acknowledges acceptance of the Vehicles on an "as is, where is" basis, with "all faults" and without any recourse whatsoever against County. City assumes all risks associated with the Vehicles and releases County from all liabilities and damages (including lost profits, personal injury, and special, incidental and consequential damages) in any way connected with the Vehicles, including the operation or use of any Vehicle or any defect or failure of a Vehicle.

8. To the fullest extent permitted by law, City indemnifies, releases, holds county harmless and at county's request, defends county (with counsel approved by county), from and against all liabilities, claims, losses, damages, and expenses (including attorney's fees and expenses) however arising or incurred, related to any incident, damage to property, injury to,

or death of, any person or contamination or alleged contamination, or violation of law or regulation caused by or connected with (i) the use, possession or control of the Vehicles during the period of this Agreement or (ii) breach of this contract, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. City's indemnity obligations shall survive the expiration or termination of this Agreement.

9. During the term of this Agreement, and until the Vehicles are returned to the County, City shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than $1,000,000 per occurrence, including coverage for City's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Vehicles, in an amount at least equal to the value thereof; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b). Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name the County of Stanislaus, and its officers, directors, officials, agents, employees and volunteers, as an additional insured (including an additional insured endorsement) and loss payee, and provide for County to receive at least 30 days prior written notice of any cancellation or material change. City shall provide County with certificates of insurance evidencing the coverages required above. To the extent County carries any insurance, County's insurance will be considered excess insurance. The insurance required herein does not relieve City of its responsibilities, indemnification or other obligations provided herein, or for which City may be liable by law or otherwise.

10. The term of this Agreement shall be from the July 1, 2014 through December 31, 2014. This Agreement will automatically terminate upon return of all Vehicles to the County, provided, however, the indemnity provision in Section 7 of this Agreement will remain

an obligation of the City after termination of this Agreement.

11. At the end of the term of this Agreement, or upon termination of this Agreement, the Vehicles shall be returned to the County in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the fire and emergency services industry.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date first above written.

--- Signatures on Following Page ---

COUNTY OF STANISLAUS

By:_____

Stan Risen

Chief Executive Officer

"County"

APPROVED AS TO CONTENT:

By:_____
Dale Skiles
Fire Warden

APPROVED AS TO FORM:

By:_____
John P. Doering
County Counsel

CITY OF MODESTO

By:_____

Jim Holgersson

Interim City Manager

"City"

APPROVED AS TO CONTENT:
Modesto Fire Department

By:_____
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

By:_____
Adam Lindgren
City Attorney

EXHIBIT A

LIST OF COUNTY-OWNED VEHICLES USED BY THE CITY OF MODESTO

No.	Vehicle License No.	Vehicle Identification No.	Description of Vehicle (Make/Model)
1	CA-1117280	02-36	2002 Chevrolet Tahoe
2	CA-1260622	07-82	2007 Chevrolet Tahoe
3	CA-1260633	07-96	2007 Chevrolet Tahoe
4	CA-1300008	07-123	2007 Chevrolet Tahoe
5	CA-1246466	06-52	2006 Chevrolet C1500
6	CA-1272353	08-43	2008 Ford Expedition
7	CA-1260619	07-80	2007 Chevrolet Tahoe
8	CA-1230100	CP-1	2005 Chevrolet 4500

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-236

RESOLUTION APPROVING AN AGREEMENT TO PROVIDE CERTAIN LESS THAN COUNTY-WIDE FIRE SERVICES BETWEEN THE STANISLAUS COUNTY REGIONAL FIRE AUTHORITY AND THE CITY OF MODESTO, FOR COUNTYWIDE FIRE INVESTIGATION SERVICES IN THE AMOUNT OF $330,000 AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, on January 17, 2011, the City of Modesto entered into a Joint Powers Agreement (JPA) with the County of Stanislaus and the Salida Fire Protection District

WHEREAS, the Members have subsequently determined that the Modesto Regional Fire Authority (MRFA) Joint Powers Agreement should be terminated, and

WHEREAS, a one year agreement with Stanislaus County Regional Fire Authority to provide county wide fire investigation services is part of the dissolution of MRFA,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement between the City of Modesto and Stanislaus County to provide fire investigation services in the amount of $330,000, with a term from July 1, 2014 through June 30, 2015.

BE IT FURTHER 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 in a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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. 2014-237

A RESOLUTION APPROVING AN 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 $1,061,111.11

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, 2010, 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. 2010-005 selecting KHA as the best qualified applicant, and

WHEREAS, the agreement with KHA expired on January 12, 2014, 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 has 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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves approving an 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 $1,061,111.11, 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 10th day of June, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-238

RESOLUTION AMENDING THE FY 2013-14 MULTI-YEAR BUDGET TO CREATE PROJECT 100824 FOR AIRPORT OBSTRUCTION REMOVAL AND TO AMEND THE BUDGET TO APPROPRIATE $78,500 FROM AIRPORT RESERVES TO BE TRANSFERRED INTO THE PROJECT FOR INITIAL FUNDING WHICH WILL BE REIMBURSED UPON RECEIPT OF FAA GRANT FUNDS

WHEREAS, in 2014, Council, by Resolution No.2014-92, certified the Final Environmental Impact Report (EIR) for the Modesto City-County Airport Obstruction and Management Project, and

WHEREAS, the FAA had previously identified airway obstructions in and around the Airport, and

WHEREAS, the Project would include trimming and perhaps limited removal of approximately 239 trees within the project site boundaries, and

WHEREAS, the EIR findings indicate that engineering design will be needed to address the mitigation of airway obstructions in and around the Airport, and

WHEREAS, City staff recommends creating new Multi-year budget project 100824-"Airport Obstruction Removal", and

WHEREAS, certain budgetary transactions are necessary in the amount of $78,500, in order to fund the design portion of the "Airport Obstruction Removal" Project, and

WHEREAS, in order to complete the project in a timely manner , it is staff's recommendation to fund the project at this time which will be reimbursed once FAA Grant funds are received, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amending the FY 2013-14 Multi-year budget to create Project 100824 for Airport Obstruction Removal and to amend the budget to appropriate $78,500 from Airport Reserves to be transferred into the project for initial funding which will be reimbursed upon receipt of FAA Grant Funds.

BE IT FURTHER RESOLVED that the City Manager, or 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 June, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-239

RESOLUTION AUTHORIZING SUBMISSION OF THE CITY'S TRANSPORTATION DEVELOPMENT ACT TRANSIT CLAIM FOR FISCAL YEAR 2014 - 2015 TO THE STANISLAUS COUNCIL OF GOVERNMENTS IN THE AMOUNT OF $9,848,810

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 2014-2015 pursuant to these sections of the California PUC, and

WHEREAS, the City's Transit TDA Claim for Fiscal Year 2014-2015 is $9,848,810 and

WHEREAS, the total Transit Operating Budget for Fiscal Year 2014-2015 is $17,655,745, 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 2014-2015 to StanCOG in the amount of $9,848,810.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of June, 2014, 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, 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. 2014-240

Print

RESOLUTION APPOINTING MARY RAMIREZ TO FILL THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS VACANCY ON THE CITY OF MODESTO HOUSING REHABILITATION AND LOAN 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, the Appointments Committee met on May 29, 2014, and recommended appointment of Mary Ramirez to the Housing Authority of the County of Stanislaus vacancy on the Housing Rehabilitation and Loan Committee.

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

SECTION 1. Mary Ramirez is hereby appointed to the Housing Rehabilitation and Loan Committee with a term expiration of June 10, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Housing Rehabilitation and Loan 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 24th day of June, 2014, 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. 2014-241

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO ENTER INTO AN OUTSIDE LEGAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $200,000 WITH THE LAW OFFICE OF ARATA, SWINGLE, SODHI AND VANEGMOND TO REPRESENT THE CITY OF MODESTO IN TORT LIABILITY CASES

WHEREAS, two City litigators have recently retired; and

WHEREAS, the City of Modesto requires representation for tort liability matters; and

WHEREAS, the City Attorney's office has interviewed a number of local law firms and selected qualified local firms to represent the City; and

WHEREAS, the City Attorney has selected the Law Office of Arata, Swingle, Sodhi and VanEgmond to represent the City in the following types of cases: dangerous conditions, slip and falls, sidewalk, tree and other related matters on an on-call basis; and

WHEREAS, the City Attorney's office has drafted a standard legal services agreement with the Law Office of Arata, Swingle, Sodhi and VanEgmond.

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 the Law Office of Arata, Swingle, Sodhi and VanEgmond 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 in a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, 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 LINDGREN, City Attorney

LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this "**Agreement**")is made and entered into on the ___ day of _____, 20__ ("**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 **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 a "**Party**."

RECITALS

WHEREAS, City desires to obtain Attorney's services with respect to providing 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 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**"):

Claims including litigation as assigned. Cases will include tort, trip and fall, sidewalk, road and other similar cases.

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.

Specific tasks including specific claims under the scope of work of this Agreement performed by Attorney will be assigned by City with written notice to Attorney. Within ten (10) days of receiving notice by City of a new task, Attorney shall provide City a budget for the requested task. Attorney must receive written approval by City of the proposed budget prior to commencement

of task. Total compensation for all tasks under this Agreement shall not exceed the total compensation under Section 2 of this Agreement.

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.

c. **Partner in Charge:** The partner in charge of the defense of City in assigned tort claims will be George Arata and Bradley Swingle. Attorney will utilize experienced associate attorneys and paralegals under supervision of the partner in charge. The partner in charge will be the contact person for City and will make himself/herself reasonable available to respond to questions from the City Attorney or City staff.

2. **Fees and Costs.**

a. **Hourly Rates:**

George Arata	$175.00/hour
Bradley J. Swingle	$175.00/hour
Colleen F. Van Egmond	$175.00/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 two hundred thousand dollars ($200,000.00).

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls or photocopying. 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 advised.

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 sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of 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, photocopying, conferences with Clerks of court or court reporters, secretarial proofreading, re-drafting due to substandard work, or opening, organizing or closing files. City will not pay for time billed by summer interns, 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.

d. Budget:

i. Within ten (10) days of the Effective Date, Attorney shall provide City with a proposed budget for the Services to be rendered pursuant to this Agreement. If Services involve tasks that have not yet been assigned by City, Attorney shall provide City with a proposed budget for all assigned new tasks with ten (10) days of receiving written notice from the City assigning Attorney the new task. Total compensation for all tasks under

this Agreement shall not exceed the total compensation under Section 2 of this Agreement. The budget shall include all projected fees and costs to be incurred by Attorney and necessary for completion of the Services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as reasonably possible, including such items as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that are anticipated to be performing the task. Any deviation from the budget in excess of fifteen percent (15%), must be approved in advance by the City Attorney or designee. Notwithstanding the foregoing, Should it become reasonably apparent to Attorney that the actual billings will exceed Attorney's initial estimate of anticipated legal costs and fees, Attorney shall immediately notify City thereof in advance and shall submit a revised written estimate for City's approval.

3. Reporting.

a. Attorney shall provide City with a preliminary status report and evaluation within thirty (30) days of the Effective Date and the assignment of such task which report shall include an evaluation of the total exposure to the City, the liability risk, estimated cost to litigate or settle, and the particular attorneys who will be assigned. In this preliminary report, Attorney shall also make recommendations for discovery and any needed investigation, if any, and provide an estimate of total anticipated legal costs and fees for the handling of this matter. Thereafter, Attorney shall provide a status update to the City Representative, as defined in Section 4, every sixty (60) days on any matter under this Agreement.

b. Attorney shall provide to City representative an electronic version of all agreements, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney's office.

c. In the event that Attorney's handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney's plan for further handling of the matter, and the estimated length of time to conclude the matter.

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. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

      iii. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

      iv. 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. **Automobile Liability:** $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

      iii. **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.

      iv. **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 and Automobile Liability Coverages:**

(1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) 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 policies 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 five (5) 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.

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 (hereafter collectively referred to as "**Liabilities**"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, 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.

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 are caused by or result from any negligent act or omission or willful misconduct of Attorney, its sub-attorneys, subcontractors or agents, 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. 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 thirty (30) 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; or (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. If Attorney terminates Services, City agree 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 before our 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 based upon any contention by any of Attorney's employees or by any third party, including but not limited to any state or federal agency, 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 they have 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 exists. 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 pertaining to Services performed by Attorney under this Agreement. 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 Services.

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. **Attorneys' Fees.** In any action to enforce the terms of this Agreement, the

prevailing Party shall recover its reasonable attorneys' fees.

l. **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.

m. **Notice.** 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:
Attention: City Attorney
1010 Tenth Street, 6th Floor
Modesto, CA 95353
Phone: (209) 577-5288
Fax: (209) 544-8260

To: Attorney:
Attention: George S. Arata
912 11th Street
Modesto, CA 95353
Phone: (209) 409-3106
Fax: (209) 522-2980

9. **Entire Agreement.** This document, including all Exhibits, 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.

11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

[Signatures on Next Page.]

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:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

[Signatures Continued on Next Page.]

ATTORNEY:
ARATA, SWINGLE, SODHI & VAN EGMOND,
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
2269130.1

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-242

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO ENTER INTO AN OUTSIDE LEGAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $200,000 WITH THE LAW OFFICE OF BURKE, WILLIAMS AND SORENSEN, LLP FOR REPRESENTATION OF THE CITY OF MODESTO IN THE REED V. CITY OF MODESTO CASE

WHEREAS, the lead City litigator on the *Reed v. City of Modesto* case retired this year; and

WHEREAS, the City Attorney's office interviewed a number of civil litigation practices that specialize in defending litigation involving police officers and selected the most qualified attorneys to represent the City in this important case; and

WHEREAS, Partner Susan E. Coleman of Burke, Williams and Sorensen, LLP and her team have been selected to represent the City of Modesto in the *Reed v. City of Modesto* case; and

WHEREAS, the City Attorney's office has drafted a standard legal services agreement with the Law Office of 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 enter into an agreement with the Law Office of Burke, Williams and Sorensen, LLP to represent 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 in a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, by Councilmember Lopez, who moved its adoption, which motion was 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 LINDGREN, City Attorney

LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this "**Agreement**")is made and entered into on the ___ day of ____, 2014 ("**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 **BURKE WILLIAMS & SORENSEN**, a California limited liability partnership ("**Attorney**"), located at 444 Flower Street, Suite 2400, Los Angeles, CA 90071-2953. 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 *Reed v. City of Modesto, et al.* a case arising out of a non-fatal police shooting; 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**"):

Under this Agreement, Attorney will commence work on *Reed v. City of Modesto, et al.*, substitute as lead counsel, and perform such work as may be necessary and reasonable on the case until approximately July 1, 2014, by which time, the City expects to consider approval of an amendment to this Agreement to expand this Scope of Work for Attorney to provide all services related to *Reed v. City of Modesto, et al.*, through trial, including without limitation, trial counsel, discovery, pleadings, securing and working with experts, and participating in any pretrial negotiations.

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:**

Partners	$285 per hour
Associates	$245 per hour
Paralegals	$165 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 two hundred thousand dollars ($200,000.00).

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls. 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 advised.

ii. Each task shall be distinctly and completely identified. In litigation matters, such as this, 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 sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of 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.

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reasonably apparent to Attorney that the actual billings will exceed Attorney's initial estimate of anticipated legal costs and fees, Attorney shall immediately notify City thereof in advance and shall submit a revised written estimate for City's approval.

3. **Reporting.**

a. Attorney shall provide City with a preliminary status report and evaluation within thirty (30) days of the Effective Date and the assignment of such task which report shall include an evaluation of the likelihood the City will prevail, the total exposure to the City if it loses, major strengths and weaknesses in the City's defense, and a budget of the anticipated total costs and fees for Attorney and experts through trial. Thereafter, Attorney shall provide a status update to the City representative, as defined in Section 4, every sixty (60) days on any matter under this Agreement.

b. Attorney shall provide to City representative an electronic version of all agreement, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney's office.

c. In the event that Attorney's handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney's plan for further handling of the matter, and the estimated length of time to conclude the matter.

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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. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

iii. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

iv. 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. **Automobile Liability:** $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

iii. **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.

iv. **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 and Automobile Liability Coverages:**

(1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) 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 policies 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 five (5) 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.

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 (hereafter collectively referred to as "**Liabilities**"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, 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.

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 are caused by or result from any negligent act or omission or willful misconduct of Attorney, its sub-attorneys, subcontractors or agents, 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. 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; or (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. If Attorney terminates Services, City agree 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 before our 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 based upon any contention by any of Attorney's employees or by any third party, including but not limited to any state or federal agency, 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 they have 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 exists. 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. **Attorneys' Fees.** In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys' fees.

l. **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.

m. **Notice.** 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: Susan E. Coleman
Contact Information:	Contact Information:
1010 Tenth Street, 6th Floor	444 Flower Street, Suite 2400,
Modesto, CA 95353	Los Angeles, CA 90071-2953
Phone: (209) 577-5288	Phone: (213) 236-2831

9. **Entire Agreement.** This document, including all Exhibits, 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.

11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

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

[Signatures Continued on Next Page.]

ATTORNEY:
BURKE WILLIAMS & SORENSEN,
a California limited liability partnership

_____

_____
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
2269174.1

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-243

RESOLUTION OF RECOGNITION AND SUPPORT OF MODESTO, A CITY OF GREAT NEIGHBORS COMMITMENT TO NEIGHBORHOOD BUILDING AND COLLABORATION

WHEREAS, on May 27, 2014, a request was made to City Council to have the City of Modesto sanction the efforts of the "Modesto, A City of Great Neighbors," and

WHEREAS, The Mayor stated the City would come back with a resolution in support of the program, and

WHEREAS, this program is part of an effort to strengthen Modesto neighborhoods to make them better places to live and raise a family, and

WHEREAS, the work comes after years of budget cuts to public safety, parks and other services and as the city looks to partner with others to improve Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby recognizes and supports the "Modesto, A City of Great Neighbors" commitment to neighborhood building and collaboration.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-244

Print

RESOLUTION APPROVING THE ANNUAL INFLATIONARY ADJUSTMENT OF CERTAIN DEVELOPMENT USER FEES AS IDENTIFIED IN THE DEVELOPMENT USER FEE SCHEDULE, PER RESOLUTION NO. 2011-106

WHEREAS, Resolution Nos. 2003-446 and 2005-278 previously allowed for an automatic annual inflationary adjustment to fees, and

WHEREAS, on March 22, 2011, Resolution No. 2011-106 amended those resolutions to require Finance Committee and City Council review and approval for the annual inflationary adjustment to fees, and

WHEREAS, Development User Fees recover the cost of service recovery, primarily composed of staff time, and

WHEREAS, Council's direction has been "full cost recovery" in most cases, and

WHEREAS, in order to achieve self-sustaining services, fees must be adjusted annually to reflect increases in employee compensation costs, and

WHEREAS, the Council appointed Fees Task Force recommended that Development User Fees be adjusted annually, and

WHEREAS, the adjustment is based on the U.S. Department of Labor Employment Cost Index – State & Local Government Employees, as published by the Bureau of Labor Statistics, and

WHEREAS, these figures are published on a quarterly bases, and

WHEREAS, the Development User Fees annual adjustment is based on the 4th quarter adjustment figure for the previous calendar year, ending December 31, and

WHEREAS, the adjustment percent for the 4th quarter ending December 31, 2013 was 1.9%,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the 1.9% annual inflationary adjustment of certain Development User Fees as identified in the Development User Fee Schedule.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-245

RESOLUTION APPROVING AN AGREEMENT WITH PILLSBURY WINTHROP SHAW PITTMAN LLP, WASHINGTON, DC, FOR FEDERAL LEGISLATIVE LOBBYIST SERVICES FOR AN INTIAL ONE-YEAR TERM WITH FOUR (4) ADDITIONAL ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY FOR AN ESTIMATED ANNUAL COST OF $90,000 AND AN ESTIMATED TOTAL 5-YEAR COST OF $450,000, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto has determined it is desirable to retain a consultant to represent the City's interest at the federal level, and

WHEREAS, since 2008, the City has enlisted the services of Pillsbury Winthrop Shaw Pittman LLP, to represent the City's federal interests, and

WHEREAS, on June 30, 2013 the consultant agreement with Pillsbury Winthrop Shaw Pittman LLP, expired, and

WHEREAS, to assist the City with budget shortfalls Pillsbury Winthrop Shaw Pittman has agreed to lower their monthly fee from $10,000 to $7,500 resulting in a $30,000 annual savings to the General Fund, and

WHEREAS, Pillsbury Winthrop Shaw Pitman are currently deeply involved in the lobbying efforts on behalf of the City for the Recycled Wastewater Project, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2013-14, in account #0100-02020-53300.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Pillsbury Winthrop Shaw Pittman LLP, Washington, DC, for federal legislative lobbyist services to for an initial one-year term

and with four (4) additional one-year extension options at the sole discretion of the City for an estimated annual cost of $90,000.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the contract for an estimated annual cost of $90,000 and a total estimated cost of $450,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-246

RESOLUTION APPROVING THE SUBMITTAL OF APPLICATION(S) TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR ALTERNATIVE FUEL VEHICLE GRANT, AUTHORIZING THE FIRE CHIEF, OR HIS DESIGNEE, TO EXECUTE ALL GRANT-RELATED DOCUMENTS, AND ENTER INTO AN AGREEMENT TO RECEIVE THE GRANT FUNDS, IF AWARDED

WHEREAS, Modesto City-Fire Department is a public agency and eligible for Public Benefit grant funding, and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to $20,000 per vehicle, for the purchase of new alternative-fuel vehicles, and

WHEREAS, no additional funding will be required, and

WHEREAS, this vehicle will be used for support for emergency operations and special events, and

WHEREAS, EMS and Training Divisions have recommended the acquisition of this special response vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the submittal of application(s) to 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 June, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-247

Print

RESOLUTION ESTABLISHING THE CALCULATION FOR THE APPROPRIATION LIMIT FOR THE FISCAL YEAR 2014-2015 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 in 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 24th day of June, 2014, 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, 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

SCHEDULE A

FISCAL YEAR 2014-15

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY 2013-2014 Appropriation Limit		$366,611,907
Adjustment Factors		
Per Capita Personal Income Change	-0.23%	
Population Change (Modesto)	0.59%	
Per Capita converted to a ratio	0.9977	
Population converted to a ratio	1.0059	
Calculation of factor for FY 2014-2015	1.0036	
Adjustment		$1,319,803
FY 2014-2015 Appropriation Limit		$367,931,710

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.

SCHEDULE A

FISCAL YEAR 2013-2014

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY2012-2013 Appropriation Limit		$343,430,358
Adjustment Factors		
Per Capita Personal Income Change	5.12%	
Population Change (Modesto)	1.55%	
Per Capita converted to a ratio	1.0512	
Population converted to a ratio	1.0155	
Calculation of factor for FY2013-2014	1.0675	
Adjustment		$23,181,549
FY2013-2014 Appropriation Limit		$366,611,907

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.

SCHEDULE A

FISCAL YEAR 2012-2013

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY2011-2012 Appropriation Limit		$328,704,401
Adjustment Factors		
Per Capita Personal Income Change	3.77%	
Population Change (Modesto)	0.68%	
Per Capita converted to a ratio	1.0377	
Population converted to a ratio	1.0068	
Calculation of factor for FY2012-2013	1.0448	
Adjustment		$14,725,957
FY2012-2013 Appropriation Limit		$343,430,358

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.

SCHEDULE A

FISCAL YEAR 2011-2012

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY2011-2011 Appropriation Limit		$318,697,306
Adjustment Factors		
Per Capita Personal Income Change	2.51%	
Population Change (Modesto)	0.61%	
Per Capita converted to a ratio	1.0251	
Population converted to a ratio	1.0061	
Calculation of factor for FY2011-2012	1.0314	
Adjustment		$10,007,095
FY2011-2012 Appropriation Limit		$328,704,401

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.

SCHEDULE A

FISCAL YEAR 2010-2011

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY2009-2010 Appropriation Limit		$323,945,219
Adjustment Factors		
Per Capita Personal Income Change	-2.54%	
Population Change (Modesto)	0.94%	
Per Capita converted to a ratio	0.9746	
Population converted to a ratio	1.0094	
Calculation of factor for FY2010-2011	0.9838	
Adjustment		($5,247,913)
FY2010-2011 Appropriation Limit		$318,697,306

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.

SCHEDULE A

FY2009-10

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY2008-2009 Appropriation Limit		$335,470,430
Adjustment Factors		
Per Capita Personal Income Change	0.62%	
Population Change (Stanislaus County)	1.11%	
Per Capita converted to a ratio	1.0062	
Population converted to a ratio	1.0111	
Calculation of factor for FY2009-2010	1.0174	
Adjustment		$5,837,185
FY2009-2010 Appropriation Limit		$341,307,615

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. 2014-248

RESOLUTION APPROVING A CONTINUED AGREEMENT WITH FINAL CUT MEDIA FOR A PERIOD OF ONE (1) YEAR IN THE SUM OF $202,070 WITH AN OPTION OF A ONE (1) YEAR EXTENSION, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT, FOR THE MANAGEMENT OF THE EDUCATION AND GOVERNMENT (EG) TELEVISION MASTER CONTROL ROOM

WHEREAS, Final Cut Media will provide management of the daily operations of an Education and Government (EG) television control room facility including scheduling of multi-media programming , and

WHEREAS, Final Cut Media will provide production and management of the Education and Government as stated in **Exhibit** "A" and **Exhibit** "B" included in the Final Cut Media agreement, and

WHEREAS, the expenditures for maintenance contracts/support agreements have been approved by Council through the budget process, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it adopts Resolution approving a continued agreement with Final Cut Media for a period of one (1) year in the sum of $202,070 with an option of a one (1) year extension for the management of the Education and Government (EG) television master control room.

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 June, 2014, 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 LINDGREN, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES
FOR
MANAGEMENT SERVICES OF
EDUCATION & GOVERNMENT PROGRAMMING

Final Cut Media shall provide the following services for the City:

A. Management of the Education, and Government television master control room facility. Scheduling of all programming on the Education and Government channels, plus web casting via the Internet.

B. Consultant reports solely to the Administrative Services Director or to designated Information Technology (IT) staff regarding the management of the Education and Government Channels and master control facility.

C. Production and Broadcasting Services – Consultant will provide camera crew to produce, broadcast and/or video tape the following meetings originating from the basement chambers of Tenth Street Place, Modesto Centre Plaza, Modesto Police Department, Stanislaus County Office of Education and/or any I-NET sites:

   a. All regularly or specially scheduled Modesto City Council Meetings
   b. All regularly or specially scheduled Modesto City Council Committee Meetings (upon request)
   c. All regularly or specially scheduled Modesto City Planning Commission Meetings
   d. Specially scheduled City of Modesto Department and/or Citizen Advisory Committee Meetings (upon request).
   e. All regularly or specially scheduled Stanislaus County Board of Supervisors Meetings
   f. All regularly or specially scheduled Stanislaus County Board of Supervisors Committee Meetings (upon Request).
   g. All regularly or specially scheduled Stanislaus County Planning Commission Meetings.
   h. Specially scheduled Stanislaus County Department Meetings.
   i. Regularly scheduled "Making the Grade" programs of the Stanislaus County Office of Education.
   j. Specially scheduled Stanislaus County Office of Education meetings.
   k. Government Youth Commission Meetings.
   l. Yearly City and County Budget Meetings.

D. The City's I-NET has the capability of live broadcasting at all the listed sites in exhibit "B. Consultant may be asked to broadcast at any of the listed sites in exhibit "B".

E. Tape Duplication – Consultant staff will duplicate tapes of all Modesto City Council and Stanislaus County Board of Supervisors, meetings, providing copies of said meetings to the City of Modesto Clerk's Office and the Stanislaus County Clerk of the Board's Office and storing master copies of all meetings in the Master Control Room library. Master copies shall not be discarded or destroyed without the prior written consent from the City Clerk or Clerk of the Board.

F. Create Video bulletin boards that appear between taped or live programming. Information will be submitted to Consultant at least (5) five days prior to the requested start date.

G. Any new programming airing on the Government and Education must be pre-approved by IT staff.

H. Consultant will provide ongoing recommendations to IT staff for the effective management of the Master Control Room facility. All final decisions pertaining to the Master Control Room facility shall be made by IT staff, unless upon emergency and staff is unavailable for direction.

I. Consultant will work with IT staff and contracted broadcast engineers to ensure the proper maintenance and installation of new equipment at the Master Control Room location of 1100 H Street, Modesto, California.

J. Consultant agrees that any commercial use of equipment is prohibited. Consultant may not rent City-owned equipment to other parties. Consultant also may not profit from programs produced with City equipment and facilities. Any questions regarding commercial use should be directed to the IT staff.

K. Additional production or equipment setup that is not listed on the scope of work shall pay consultant a fee of $75.00 per hour.

L. Consultant shall provide staff possessing a qualified skill-level and working knowledge of operating and maintaining broadcast equipment for the transmission of Education and Government programming.

M. Consultant agrees to maintain the Regular Hours of Operation as:

   a. Monday through Friday 10 am – 5 pm for Master Control Room Operation
   b. Monday through Saturday as needed for Education & Government programming
   c. Saturday and Sunday – Open only for Master Control Room Operation
   d. On-Call – 24 hours per day and 365 days per year to oversee the use of the facility and provide technical management as needed
   e. Master Control Room access is available by appointment only

INET SITES, CITY OF MODESTO AND SCHOOLS (Exhibit "B")

Site	Address	Comments
Main Office	600 10th Street	
New Command Center	Sutter and Chicago	Moved from 401 #D Paradise (March 2004)
Northeast Area Command (C W Center)	3705 Oakdale Road	
Northwest Area CMD	3401 Dale Road	
Property Evidence Bldg	1124 F Street	
Police Dept. Evidence	11th and G Streets	
Fire		
Fire Administration	600 11th Street	
Station 1	610 11th Street	
Station 2	629 2nd Street	
Station 3	637 El Vista Ave	
Station 4	1505 Blue Gum Ave	
Station 5	200 W. Briggsmore Ave	
Station 6	2700 Standiford Ave	
Station 7	1800 Mable Ave	
Station 8	737 Airport Ave	
Station 9	4025 Fara Buindo Drive	
Station 10	148 Imperial Ave	
Fire Prevention	1010 10th Street	
Station 11 (Proposed)	Carver and Pelandale	
Station 2A (Proposed)	Sutter and Chicago	
Training Center	1220 Fire Science Lane	
Other City Facilities		
Recreation Center	720 Coldwell Ave.	
Senior Opportunity Services	416 Downey Ave.	
King Kennedy Memorial	601 Martin Luther King	
Modesto Centre Plaza	1000 L Street	
Boy Scout Clubhouse	400 Enslen Ave	
Senior Citizens Center	211 Bodem Street	
McHenry Mansion	906 15th Street	
McHenry Museum	1402 I Street	
American Legion Hall	1021 S. Santa Cruz Ave	
Maddux Youth Center	615 Sierra Drive	
Graceda Park/Mancini Bowl	410 Needham (Needham and Sycamore)	
John Thurman Field	601 Neece Drive	Added (May 2003)
Modesto Municipal Golf Course	400 Toulumne Boulevard	Added (March 2004)
Corporation Yard	501 N. Jefferson Street	
Portable Bldg	115 Elm Street	
Transportation Center	9th Street & J Street	
Airport Terminal	617 Airport Way	
Airport General Aviation	700 Tioga Drive	
Sanitation Plant	1221 Sutter Ave	
Amtrak Station	1700 Held Drive	
Intersection of Hatch and Morgan	Hatch and Morgan	
Modesto City Schools		
Administration Offices		
District Office	426 Locust St	
Technology Center	Reno Ave, Building A	
Corporation Yard	1300 Woodland Ave	
K-6 Schools		
Pearson	500 Locust St	
Beard	915 Bowen Ave	C6
Bret Harte	909 Bret Harte Place	C7
Burbank	1135 Paradise Rd	C8
El Vista/Mitchell Rd Corridor	450 El Vista Ave.	C9
Enslen	515 Coldwell Ave	C10
Everett	1530 Mt. Vernon Drive	C11
Fairview	1937 West Whitmore Ave	C12
Franklin	120 S. Emerald Ave.	C13
Fremont	1220 S. Orangeburg Ave.	C14
Kirchien	1900 Kirchen Dr	C15
Lakewood	2920 Middlebrook Pl	C16

INET SITES, CITY OF MODESTO AND SCHOOLS (Exhibit "B")

Site	Address	Comments
Marshall	515 Sutter Ave	C17
Garrison	1811 Teresa St	C18
Martone	1413 Pourst Rd	C19
John Muir	1215 Lucerne	C20
Robertson Rd.	1821 Robertson Rd	C22
Rose Ave	1120 Rose Ave	C23
Shackelford	100 School Ave.	C24
Sonoma	1325 Sonoma Ave	C25
Toulumne	707 Herndon Rd	Out of Comcast Service Area. Will not be built
Wilson	201 Wilson Ave	C27
Wright	1602 Monterey	C28
7-8 Schools		
Hanshaw	1725 Las Vegas St	C29
La Loma	1800 Encina Ave	C30
Mark Twain	707 Emerald Ave	C31
Roosevelt	1330 College	C32
Proposed	Village One Area	Future School
High Schools		
Beyer	1717 Sylvan Ave.	C34
Davis	1200 Rumble Rd.	C35
Downey	1000 Coffee Rd	C36
Johansen	641 Norseman Dr	C37
Modesto High	18 H Street	C38
Elliot	1440 Sunrise	C39
James Enoch High School	3201 Sylvan Ave	C40 Proposed
Joe Gregori High School	5518 Stoddard Road	Out of Comcast Service Area. Will not be built
Future School	Near Carver and Pelendale	Future School Added 5/28/04
Sylvan Union School District		
Freedom Elementary School	2101 Fine Avenue	F1
Elementary School (Sylvan)	NW Corner of Kodiak Dr and Fine	F2
Middle School (Sylvan)	NW Corner of Merle Ave & Fine Ave	F3
Elementary School #10 (Sylvan)	SE Corner of Hillglen Avenue (NW of Ustach Middle School)	
Sylvan District Office	605 Sylvan Ave	F4
Coleman Brown Elementary	2024 Vera Cruz Dr	F5
Orchard Elementary School (Sylvan)	1800 Wisdom Way	F6
Sherwood Elementary School (Sylvan)	819 Rumble Way	F7
Somerset Elementary School (Sylvan)	1037 Floyd Ave	F8
Standiford Elementary School (Sylvan)	605 Tokay Ave	F9
Stockard Coffee Elementary School (Sylvan)	3900 Northview Dr	F10
Sylvan Elementary School (Sylvan)	2808 Coffee Rd	F11
Elizabeth Ustach Middle School (Sylvan)	2701 Kodiak Dr	F12
Woodrow Elementary School	800 Woodrow Ave	F13
Stanislaus County Office of Education (Besides 1100 H Street)		
SCOE Building	1100 H Street	
SCOE Media Services	917 Oakdale Rd.	I1
SCOE Child Development Programs	1324 Celeste Dr	I2
SCOE Charter School	715 13th St	I3
Juvenille Hall/Probation/N.H. Evaluation	2209 Blue Gum Ave	
SCOE Valley Business High School	109 Campus Way	

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-249

Print

A RESOLUTION APPROVING A ONE (1) YEAR EXTENSION WITH AN OPTION OF AN ADDITONAL ONE (1) YEAR EXTENSION TO THE COST SHARING AGREEMENT APPROVED ON RESOLUION 2003-121 BETWEEN THE CITY OF MODESTO AND STANISLAUS COUNTY FOR THE MANAGEMENT OF THE EDUCATION AND GOVERNMENT ACCESS CHANNELS ON ACCESSMODESTO

WHEREAS, the City has an ongoing need to manage the education and government access channels on AccessModesto, and

WHEREAS, the cost sharing agreement was approved on Resolution 2003-121, and

WHEREAS, the City of Modesto has shared the costs for the management of the education and government access channel on AccessModesto equally with Stanislaus County, and

WHEREAS, the agreement between the City of Modesto and Stanislaus County will expire on July 2, 2014 unless renewed, and

WHEREAS, Stanislaus County has agreed to continue the ongoing agreement with the City of Modesto extending the agreement for one (1) year with an option of an additional one (1) year extension, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a one (1) year with an option of an additional one (1) year extension between Stanislaus County and the City of Modesto for the management of the education and government access channel on AccessModesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-250

A RESOLUTION CONFIRMING THE FISCAL YEAR 2014-15 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 May 6, 2014, the City Council, by Resolution No. 2014-153, 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 2014-15, 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 2014-15 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 Council of the City of Modesto held on the 24th day of June, 2014, 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 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 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, 2014 - JUNE 30, 2015

Prepared By:
Tina Rocha, IFP Administrator

Certified By:
Charles Covolo, Senior Civil 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
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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 2014-2015 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. 2014-2015 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 2014-2015 annual assessment is the same as the annual assessment for Fiscal Year 2013-2014 of $26.00 per single-family residential parcel.

SECTION 3 FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

LMAD No. 1 Fund 6480		Estimated FY 2013-14[1]	Proposed FY 2014-15[2]
Beginning Fund Balance		$ (1,142)	$ 623
Revenue (Cost Center 80010)			
Special Assessments		$ 10,284 [3]	$ 19,474 [4]
Interest		$ (1)	$ -
Estimated - Special Assessments		$ *9,191* [5]	
Total Revenue		$ 19,474	$ 19,474
Expenses (Cost Center 80010)	**Account**		
Operating Budget			
Postage Expenses	52025	$ (30)	$ (30)
Water Utility Expenses	53043	$ (4,586)	$ (9,000)
Repair and Maintenance Services	53165	$ (2,607)	$ (5,000)
Professional Services	53300	$ -	$ (1,000)
Services City Forces	54500	$ (2,517)	$ (4,459)
Estimated - Water Utility Expenses	*53043*	$ *(1,914)*	
Estimated - Repair and Maintenance Services	*53165*	$ *(4,393)*	
Estimated - Professional Services	*53300*	$ -	
Estimated - Services City Forces	*54500*	$ *(1,661)*	
Total Expenses		$ (17,709)	$ (19,489)
Ending Fund Balance		$ 623	$ 608

[1] The estimated amount shows what has been expended as of 02-28-2014. There will be more expenses through the end of the fiscal year (June), these are shown as Estimated

[2] The estimated expenditures for FY 2014-15 are based on the revenue that is currently available to be generated within LMAD No. 1. These expenditures do not represent the actual amount needed for a good service level within LMAD No. 1. Budget may be reduced based upon actual FY 2013-14 Ending Fund Balance.

[3] Actual revenue received for first installment of FY 2013-14 tax levy.

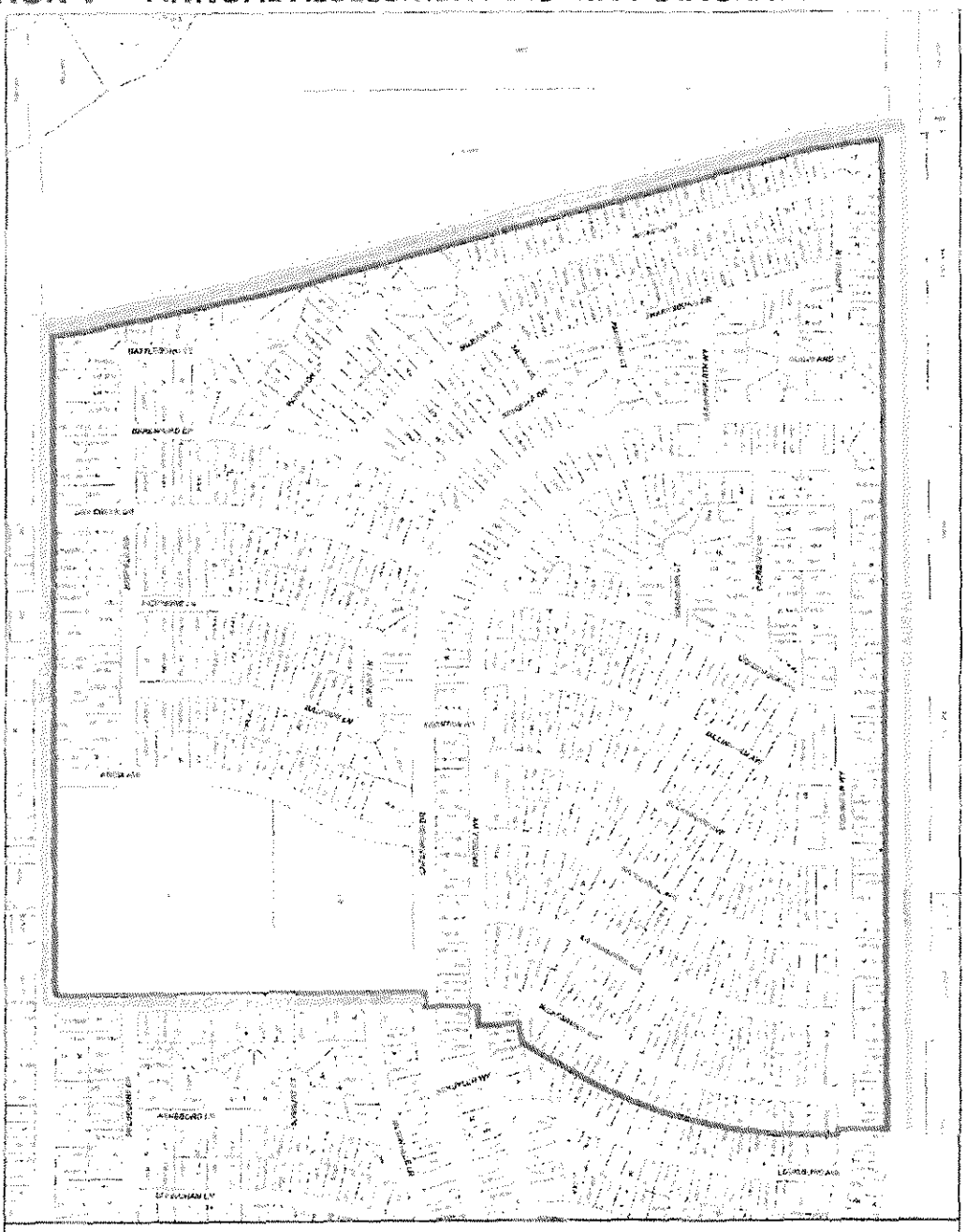
[4] Proposed levy.

[5] Estimated revenues for second installment of FY 2013-14 tax levy.

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Parks, Recreation, and Neighborhood's Department, located at 501 N. Jefferson Street, Modesto, CA 95354. For more information, contact Kelly Gallagher, Parks Operations Supervisor at (209) 524-2330.

SECTION V ANNUAL ASSESSMENT DISTRICT DIAGRAM



Assessment District Diagram

Landscape Maintenance Assessment District No. 1
(Dry Creek Meadows Subdivisions No. 1 - 6)

250 125 0 250 Feet

MODESTO

SECTION VI ANNUAL ASSESSMENT LIST BY PARCEL & OWNER

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-002-001-000	MERCADO LISA M & RODOLFO	736 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-002-000	SOUVANNOPHAKDY 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	NAWROCKI MARLA	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 JOHN C & TARA L	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	HILL ROBERT L & KELLY TRS	3529 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-028-000	ALVAREZ VICTOR R & CRISTINA TRS	3530 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-029-000	CARBERY DONALD R & FRIDA A TRS	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 T & ARROYO SANDRA	3513 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-036-000	CARRION 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	2014-15 ASSESSMENT
079-002-049-000	BISHOP ROSIE	749 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-050-000	YOUKHANA SAMI	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 & MARION RAFFELIA 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 & MICHELLA 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	ORTEGA EFRAIN R & G. CRIA C	716 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-061-000	CASTIGLIONE JOSEPH B & BECKY M	713 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-062-000	LUBINSKY EDWARD & LUBINSKY CAROL E	717 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-063-000	CASTILLO 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 NADA J	729 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-066-000	SMITH MARQUIS R	733 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-067-000	VILLANUEVA DAVID M & VILLANUEVA DIANE M	737 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-068-000	JAMES BRENDAN R ET AL	741 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-069-000	HEWITT SCOTT	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 ANGELICA 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	O CONNOR BONNIE ANN	3701 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-002-074-000	ROMAN TED ET AL	3705 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-002-076-000	BATES HAROLD & JANICE	3633 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-078-000	HESKEL MATTHEW	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	3337 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-082-000	GOMAN TOD A & JENNIFER	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	MC ENTIRE MICHAEL A & MC ENTIRE ANNA M	3633 DRY CREEK 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 PEDRO C & CORDOVA MARTHA B	3613 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-008-000	CHUANGS INVESTMENT INC	3609 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-009-000	PRASAD URMILA	3605 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-010-000	GIL MARTIN & GIL DEBORAH L	3601 DRY CREEK 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 SABRINA	3529 DRY CREEK DR	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-003-014-000	LAIRD RODNEY G	3525 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-015-000	SANTOS CLAUDIO C JR & LUCY V	3521 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-016-000	DIXON THOMAS	3517 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-017-000	MICHAEL 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 KIMBERLY R	3520 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-020-000	EHRLER LEE & EHRLER THERESA A	3524 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-021-000	DHALIWAL AMRITPAL	3528 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-022-000	CUTTRELL ERIC ET AL	3532 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-023-000	MENDOZA ADRIAN & ROSA	3536 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-024-000	MANHOSO FRANK & MANHOSO MARIA	3540 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-025-000	FISCHER WILLIAM & FISCHER CAROL	3600 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-026-000	MEYER FRIESHA J 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 FIK-CHUNG 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	SAENGPHANCHANH PHONNSY ET AL	3632 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-033-000	ROTH WILLIAM C & ROTH DOLORES	708 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	MONCRIEF DAVID E	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 INOCIACIO & 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	MONTEFONGO SANDRO	728 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-040-000	GONZALES JUANITA & 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	HANLEY JOHN & SAMANTHA L	721 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-044-000	GEISER KATHLEEN	717 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-045-000	HOWARD THOMAS A	713 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-046-000	CLELAND DOUGLAS B & CLELAND PAMELA J	709 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-047-000	DIELFELDT JAMES W & MONICA C	3617 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-048-000	IDTS 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 & SELLERS JESSE M	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 JAYMIE RANDALL ET AL	740 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-054-000	SPIEKER DAVID M & SPIEKER JANE R	744 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-055-000	ALVAR FELIC TAS	748 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-056-000	WILSON JAMENE M ET AL	732 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-004-001-000	ESPARZA WILLIAM & ELSA	3709 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-002-000	CASSIDY ALAN K & CASSIDY SUSAN H	3713 WICHITA WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-004-003-000	HAWK ALFRED	3717 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-004-000	PALMERIN ARTURO & PATRICIA	3721 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-005-000	FREDRICH MATTHEW TTR	3725 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-006-000	MANTULU NOEL M & MANTULU MARIVIC 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	BRIGHT GARY E & BETTY J TRS	3801 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-009-000	DE ALBA RIGOBERTO & DE ALBA SANDRA L	3805 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-010-000	DE ALBA RIGOBERTO SR & DE ALBA SANDRA L	3809 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-011-000	WATTLE DANNY & CAROLANNE	3813 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-012-000	HECKLER LAWRENCE S TR	3817 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-013-000	GARCIA ARMANDO & MARISOL RESENDIZ	3821 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-014-000	LONTRIGHT BARBARA TR	3825 WICHITA 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	BETRES DANIEL L & BETRES PATRICIA E	3901 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-017-000	MILLER RAYMOND E & MILLER JERELYN	3905 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-018-000	CUARIZ EDER JAVIER	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 J 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 L	3925 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-023-000	MEZA HECTOR MEDINA	3929 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-024-000	MARTINEZ ARTHUR J & ELISA 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	COVARRUBIAS ROBERT	836 LARNED LN	MODESTO CA 95357	$ 26.00
079-004-028-000	SEN INDAR & SEN SUELU 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 MERLIDA	3924 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 & MONIQUE	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	CHICKEN RANCH MEWUK INDIANS	3905 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-036-000	PHIPPS CORY L & PHIPPS CAROLE 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 AL	3817 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-039-000	MCE VENTURES LLC	3813 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-040-000	AU-YEUNG CHI & AU-YEUNG TZE W	3809 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-041-000	VASQUEZ RICHARD P & VASQUEZ SHARONLYN M	3805 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-042-000	SERNA JOE H & SERNA MARIA A	3801 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-043-000	SOUZA RICK L & SOUZA MARVELYN	3721 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-044-000	WOOD SHAWN & WOOD KRISTINA 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	CHEN PETER C	3709 SHARPSBURG DR	MODESTO CA 95357	$ 26.00

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079-004-047-000	OIVIRD JASON R ET AL	3705 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-048-000	PANG YIM PING & LEFFIX 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	DUMAS JAMES BRIAN & PAMELA L	3720 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-052-000	EVANS-BRADLEY MITZIE V & BRADLEY MARK D	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	CONE DAVID L & DEBRA N TRS	3808 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-058-000	FUGATI KARLEN M TR	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 MA. 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	ISRAEL SAMMY S & SHERRY 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 L	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	737 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-005-002-000	BALLIET RICHARD L & BALLIET 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	BARRINGTON AMANDA MARIE	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 & HIDA 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 F	812 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-021-000	EWING MARGARET K & JOHN	816 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-005-022-000	AMIRAH YOUBERT B	3906 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-005-023-000	GAVISON WAYNE & JO	3912 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-005-024-000	HAWEL ALFRED	3918 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	PEAFF JAMES A & LISA C	813 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-027-000	CHEN GEORGE CHOWG MH & HOLLY YUN YAN	809 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-028-000	VAN DIEMEN MICHAEL B & VAN DIEMEN LAURIE	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 III & LUCAS LISA 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 & BROOKS SUSAN D	3904 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-033-000	CAMBOA BENITO	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	HATTER MICHAEL A & LINDA D	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	SHOLER 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 HECTOR E ET AL	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	M & M PROPERTIES INC	741 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-003-000	MARTINEZ RACHEL S	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	MICHAEL RAPHAEL ET AL	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	VAN NGUYEN MICHAEL	748 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-012-000	CAMACHO EFREN ET AL	744 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-013-000	GARCIA FRANCISCO & YOLANDA	740 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-014-000	MC CRARY LLOYD D & MC CRARY MARY J	736 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-015-000	PARMIS HARRY ROBERT TR	732 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-016-000	TELLEZ MAURICE R & MARGARITA F	728 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-017-000	TELLEZ MAURICE R & MARGARITA 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 LUZ	716 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-020-000	PADILLA SALVADOR & PADILLA 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	RAINS GURNAM S & BALVINDER K	704 CODINGTON WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-006-023-000	LOTKO ANN E	709 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-024-000	PEREZ JUAN MANUEL & SILVIA PLACIDO	649 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	RANUELOS MARTHA E	705 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-027-000	LEISHMAN DONALD E & LEISHMAN MARCIA L	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	BRAUN BRANDON	717 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-030-000	GOMEZ FRANCISCO J & PATRICIA	721 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-031-000	RAINS GURNAM S & BALVINDER 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	CARROLL EDWIN JOSEPH & CONNIE	733 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-034-000	AMBROSICH STEPHEN F	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	GALE MARK D H & DEBRA L TRS	745 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-037-000	VILLEMON 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 DAVID GEORGE & JOSEFA M TRS	740 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-040-000	PATRICK ANTONIO	736 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-041-000	WRIGHT DARREN W & ANGELA M	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	DEMERRY 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	GARCIA FELIPE & FLORES BLANCA	716 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-046-000	ORDINO DAVID & ORDINO 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 VIRGEN	704 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-049-000	COWN HEARY A & GARY	700 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-003-000	CHOW MINH LU ET AL	729 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-002-000	BIBENS ROBERT E TRS & BIBENS JO ANN R	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	RUNYAN JOHN MICHAEL & BRANDY LYNN TRS	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	PANIRIAN 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	MARELLA BARBARA A	645 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-016-000	BUCQUE 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	2014-15 ASSESSMENT
079-007-018-000	MEYER LISA M	652 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-019-000	MENDEZ HILARIO	656 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-020-000	AMERICAN RESIDENTIAL PROPERTIES OP LP	721 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-021-000	COOTGELO MARIA	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 AL	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 MIRIAM	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 & MOLES SUSAN H	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 F	728 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-030-000	POZZORI 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	PEACE GREGORY & SHERI L	733 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-035-000	SAWYER JEFF & SARAH	729 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-036-000	P T BRAND PROPERTIES 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	HARRISON KAREN S	713 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-040-000	VILLALOVOS YOLANDA & ARTUR	709 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-041-000	GALLOWAY JACK	705 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-042-000	JACKSON JONATHAN & ADONA	704 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-043-000	GRIM ROBERT & AMANDA	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	NOBLES 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	BAIR 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-CAMBOA RAMON	705 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-053-000	SILVEIRA 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 & DAVIS 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

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079-008-005-000	CHAND VIJAY & MARI 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	MOUNDI 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	MILLER THOMAS H TR	548 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-012-000	MOON LERALENE	544 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-013-000	MAHARAJ ARNOLD	540 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-014-000	TAGRE ABEL JOSE & TURRIE MARIE TRS	536 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-015-000	SINGH JASWINDER	501 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-016-000	SABLOK SATISH KUMAR & SABLOK RENUKA DEVI	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 & BERNAL JACKIE Z	513 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-019-000	SHARMA DEO D & 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	PERMENO RAUL & MARIA LETICIA	529 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-023-000	TAMARA KIMBERLY	533 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-024-000	CHAND SHIU	601 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-025-000	JEET JERMY S	605 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-026-000	BETTENCOURT JOHN C TRS ET AL	609 REDFIELD 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	MARDY RICK L & LYNN P	3528 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-033-000	DAVIS SAWNA BEARD	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 JASBIR	3600 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-036-000	SECRETARY OF HOUSING AND URBAN DEVELOPMENT	3604 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-037-000	ORTIZ MATIAS & ORTIZ JOSEFINA	3608 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-038-000	BROWN DALE	3612 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-039-000	BOSG 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 LORNA B & DAVIS 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	JIMENEZ GERARDO	536 WILMONT LN	MODESTO CA 95357	$ 26.00
079-008-048-000	MATUCIS ERIC A	3633 HIGHMORE LN	MODESTO CA 95357	$ 26.00

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079-008-049-000	CHIU JOSEPH C & CHIU HELEN LEE	3629 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-050-000	PARA AHMED & PARA MUFIDHA	3625 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-051-000	LAUREGUI HORACIO 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 NARAYAN & SINGH PREM	3613 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-054-000	WHITAKER SAUNA F	3609 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-055-000	PRASAD JACK J & PUSHNA D	3605 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-056-000	GUTIERREZ JESUS & MARIA DE JESUS	3601 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-057-000	WELLS JEFFREY R & CARRIE R	3533 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-058-000	FOSLANED CORY 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 MARILYN K	3521 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-061-000	BASSI 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 JILL ANNETTE & MULLINS MARY FRANCES TRS	3629 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-004-000	POK NAVEEN ET AL	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 NINON 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	ROSS ROBERT P SR & PATRICIA L	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 & NAIRN REBECCA	3533 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-012-000	PERKINS 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	THANDI H S & S K	3521 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-015-000	RATTANANAI KAYTHAWLEP	3517 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-016-000	MARTINEZ 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 & FOUNTAIN DEBORAH A	3524 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-021-000	MILLS AUDREY C	3528 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-022-000	COLLS LUIS A TR	3600 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-023-000	MANRIQUEZ UBALDO & DORA	3604 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-024-000	AMEREL CLEVE & ROSA	3608 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-025-000	JOHNSON MICHAEL 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 JENNIFER 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	2014-15 ASSESSMENT
079-009-033-000	FRANCO DANIEL R & TANYA SALIBA	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 & BIZZINI SHELLY	528 WILMONT LN	MODESTO CA 95357	$ 26.00
079-009-036-000	CHEN KOM & SAYKO CHAMNONG	3628 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-037-000	RAMIREZ JESUS & LORENA	3624 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-038-000	LOPEZ ADRIAN & ANA	3620 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-039-000	WILHELM DENNIS & WILHELM JANICE	3616 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-040-000	ALBARRAN CELIA P ET AL	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 SANYA	3600 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-044-000	CHIU 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	DUSCHEN ALAN F & DUSCHEN LENNAJ	3516 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-048-000	SPYKSMA GLENN DAVID & CARLA TRS	3512 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-049-000	MANUSAY SATURNINO & MANUSAY PATRICIA	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	BRUNKOPF GREGORY E & BRUNKOPF LINDA M	3521 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-052-000	PETERSON GARY W & KAREN TRS	3525 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-053-000	PRAKASH SUSHEEL & DEVI VINITA	3529 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-054-000	OSHANA ROONA	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 E & HEDRICK MARGE	3613 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-059-000	WASFF LAWRENCE E MD	3617 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-060-000	RODRIGUEZ MARIO & RODRIGUEZ SONIA	3621 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-061-000	CISNEROS STEVE P & CISNEROS ELVIRA	3625 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-062-000	MARXMILLER RONALD & MARXMILLER MARILEE	3633 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-010-001-000	CASTELLANOS ROBERT & MARIA	609 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-002-000	CICERO STEPHEN J & VICTORIA TRS	613 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-003-000	CANFIL MARIE C	617 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-004-000	LEWIS LA VONA L	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	ASPURO ROSALVA P	633 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-008-000	THOMAS CHERLIN	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	STRINGFELLOW 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 AL	3716 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-014-000	STOCKLAND MIMI M	3720 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-010-015-000	WATSON THOMAS R & SHARON M	3724 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-016-000	MAO LEANG & TANG CHHENG ENG	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	CHESLEY JENNIFER V	3800 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-020-000	AU-YEUNG CHI & AU-YEUNG TZE HANG LAM	3804 CREEDMOOR AVE	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 MARISEL	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	TOOMBS ROBERT D & TOOMBS KIM	3908 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-027-000	KUMAR AB MESH	3912 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-028-000	BENNETT DANNY T	3916 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-029-000	DYRCZ JEFFREY LEE	636 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-030-000	GALLOTO-FISHER LISA M	632 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-031-000	SMITH JUSTIN KEITH	628 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-032-000	LAURANCE MICHAELE & 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 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-036-000	CHARLES TIMOTHY M & CHARLES LISA 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 COSIO	3909 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-039-000	PABLA HARJEET SINGH & PABLA JASMEER SINGH	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 DILLINGHAM 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	DELGADO MIGUEL	3817 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-044-000	JESUS MANUEL & MARY L	3813 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-045-000	HO TONY K & HO CLAIRE	3809 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-046-000	CUEVAS JOSE C ET AL	3805 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-047-000	ALBARRAN ARUTRO S & ALBARRAN CELIA 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 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-050-000	PEREZ JOSE P & ROSA M	3717 DILLINGHAM 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 DILLINGHAM 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 HUIYING TR	3701 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-001-000	ADAMS DONALD KENT & HOLLY B	3700 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-002-000	VARGAS RACHELLE E & VARGAS EDWARD J	3704 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-003-000	LIANG JIN & CEN CHUNYAN	3708 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-004-000	KOOCHOU NINOUS & DIAMARIA	3712 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-011-005-000	YOUNAN MARIAM	3716 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-006-000	RODRIGUEZ MARCELINO & RODRIGUEZ ELENA	3720 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-007-000	CHUANGS INVESTMENT 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 SHERRE 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	KIMSLEY BRANDON K & AMBER N	3812 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-012-000	STILWELL 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 MANUEL	3900 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-016-000	CONTRERAS JAVIER	3904 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-017-000	BAKER HAROLD & MELVIA RENNA	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 RACHEL	3916 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-020-000	MENDEZ JOSE ALVAREZ & 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 ELIZABETH K & MARQUEZ RICHARD R	616 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-023-000	TODD TRISHA & BRIAN EDWARD	612 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-024-000	SEGALADO JUAN ET AL	608 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-025-000	CEJA MIGUEL V & 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	3928 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-028-000	NAVARRETE RAY JR ET AL	3921 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-029-000	KUNGENBERG E W & KUNGENBERG TERRI R	3917 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-030-000	MC KAY JAMES A & MC KAY MARY L	3913 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-031-000	FERNANDEZ LUMA ET AL	3909 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-032-000	BAILEY ELIZABETH M & BAILEY STEVEN R	3905 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-033-000	MANI GYANESH & SHAKUNTALA	3901 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-034-000	LOVE JAMES H & LOVE 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	KIRKBRIDE CHRISTOPHER CHARLES & LISA 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	GUTIERREZ JOSE E	3809 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-039-000	SLONIKER 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 SHLIMON & RIMA	3725 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-042-000	MORRIS SAMUEL DAVID ET AL	3721 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-043-000	LOPEZ DIANA MORENO	3717 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-044-000	KERGHALDI KARNAVAL & ESTER	3713 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-045-000	COSTA WILMA D & DAVID R	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	CHINN JOSEPHINE D TR	3701 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-017-001-000	HONBERGER ROBERT & HONBERGER LISA	541 WADDELL WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-012-002-000	BETYAGHOUB WILLIAM & BETYAGHOUB LINDA	545 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-012-003-000	WONG SAI YING & LIGAN 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	CHANG ATISH & REENA	557 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-012-006-000	POULUS MARGARET S ET AL	601 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-012-007-000	MILLIAN THANA AURELIA	3700 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-008-000	DSIM LEE	3704 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-009-000	MATOS BRUNO D & MICHELLE N	3708 ELLENBORO 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 ELENA	3720 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-013-000	MIRANDA CYNTHIA & MAGANA JOSE LUIS BARRAGAN	3724 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-014-000	GILL HARMAN & DARSHAN	3800 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-015-000	KRISHNA SATYA N & BISI R	3801 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-016-000	COMBAL SANDRA	3808 ELLENBORO 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	ACAS JANELYN R	3816 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-019-000	MADEROS KATHLEEN J	3820 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-020-000	BRITZKE 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 JOHNIE 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	DILLON JOHN E & CAMMY A	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 C	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	CHAVEZ MICHAEL	544 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-012-032-000	79 SAC HOLDINGS LLP	540 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-012-033-000	MCBROOM RODNEY	3926 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-034-000	WOLDEMAN 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 & SORIA GLORIA L	3913 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-037-000	CHENG WILLIAM D	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	TJERS TERRY B & TJERS 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	CAMPOTTI EDWARD L & CAMPOTTI 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	NYGAARD LEROY A TRS & NYGAARD VERNA F	3805 GATESVILLE AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-012-046-000	COFFMD CATHERINE	3801 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-047-000	SHEPHERD KRISTIN	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 GARRICK	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 JAGUBHAI & PATEL GANGABEN	3709 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-052-000	NELSON LESTER J & NELSON CRESENCIA	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 & VARGAS RACHELLE	525 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-013-003-000	ROCHA JOHN DANIEL & ROCHA DIANNE 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	VALLADOLID YESENIA	3700 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-007-000	BATEMAN WALTER	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	DELLMOS 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	LOWN ROCHELLE	3804 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-015-000	HAYNES ERIC 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 D	3900 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-021-000	KOUNGREUANG KOUMLONG	3904 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-022-000	GRISHAM KEVIN ET AL	3908 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-023-000	MENDEZ HECTOR & ALBA C	3912 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-024-000	JOLLIFF GARTH & KATHERINE	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	SAM PRANESH	3924 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-027-000	RODRIGUEZ REYES & MARIA C	530 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	538 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-030-000	OCHOA SANDUANA	574 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-031-000	MIRANDA SERGIO	578 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-032-000	ORTIZ-EDWARDS SARAH	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	SUPNET BRANDI	3909 LAURENBURG AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-013-037-000	SHAMESALDIN JOHNY K & SHAMESALDIN MUNA M	3805 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-038-000	JOSEPHSON JOSEPH A & JOSEPHSON STACEY	3801 LAURENBURG AVE	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 KRYSTLE	3821 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-041-000	HERNANDEZ SALVADOR M & HERNANDEZ NILDA M	3817 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-042-000	WHITEAKER JEREMY STEPHEN & APRIL MARIA	3813 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-043-000	DASHER LLC	3809 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-044-000	ATHMER GEORGE K & ATHMER NAAMI 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	TAYLOR CHRIS B	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 DONALD E & LYNDA B NIGHAM TRS	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	GARCIA 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 KELLIE MICHELLE & RYAN CHRISTOPHER	509 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-005-000	NOUR SAMNANG	513 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-006-000	SANCHEZ JOSE L & MADRIGAL ALICIA	517 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-007-000	AUSTIN CATHERINE A	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 AVE	MODESTO CA 95357	$ 26.00
079-014-011-000	DIXON GARY W	3716 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-012-000	MCE VENTURES LLC	3720 LAURENBURG AVE	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 RAMON & OLIVERA TRS	3808 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-017-000	DHIR ASHIKA ET AL	3812 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-018-000	RIVERA DAYSI M	3816 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-019-000	KUYNH NGOC D	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	CANN CHRISTOPHER	3904 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-023-000	TORRES JOSE 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	2014-15 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	MILLER NATHALIE	504 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-014-032-000	ROCHA SERAPIO & MARIA	500 CODINGTON 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 JERROLIN E	3921 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-035-000	GIOVANNONI CASEY L	3917 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-036-000	KRAUT JOSHUA J ET AL	3913 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-037-000	FOX KATHERINE & ADAMS JOSH	3909 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-038-000	TRAN TRUNG V ET AL	3905 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-039-000	ZIA JOHNNY B & MARGRAET S TRS	3901 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-040-000	YOUNG HOLLY M ET AL	3825 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-041-000	FAMA JOSEPHO & FAMA DOROTEA	3821 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-042-000	CICERO THEODORE JR & CARDI	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 & LOUFISA J TRS	3809 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-045-000	WASHBURN JUSTIN ET AL	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 ANA MARIA	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 WILKESBORO 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 DISTRICT	517 N MCCLURE RD	MODESTO CA 95357	$ 0.00
079-015-002-000	MODESTO CITY OF	0 MECHANIS WAY	MODESTO CA 95357	$ 0.00
079-016-001-000	COLLINS TOMMY S	440 WANDELL WAY	MODESTO CA 95357	$ 26.00
079-016-002-000	LUND GREG	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	BERMAN ALLEN	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 FLADIO M ET AL	3800 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-008-000	HOECHSTENBACH DONALD E	3804 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-009-000	CANCINO DANIEL DISU & FEDERICA BERNARDI TRS	3808 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-010-000	ROSALES JOSE L & FRANCO MARIA T	3812 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-011-000	STINHILVER WILLARD & STINHILVER MARLENE	3816 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-012-000	MAREK BETTY J ET AL	3820 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-013-000	MUNOZ MAJORIE DALMACEDA	3824 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-014-000	LUCUNARIS MIGUEL ORLANDO	3900 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-015-000	GU KANG YE & LIANG LIZHEN	3904 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-016-000	FEDERAL NATIONAL MORTGAGE ASSN	3908 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-017-000	MANSOUR ALEN M	3912 WILKESBORO AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-016-018-000	EASTMAN GLENDA S	3916 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-019-000	GORSON CURLY	3920 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-020-000	ADLORIO SAMMY & MARIA L	3924 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-021-000	SINGH AACHAL & AJESH	440 COLLINGTON WAY	MODESTO CA 95357	$ 26.00
079-016-022-000	LOPEZ ADRIAN	436 COLLINGTON WAY	MODESTO CA 95357	$ 26.00

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-251

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RESOLUTION CONFIRMING THE FISCAL YEAR 2014-15 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 May 6, 2014, the City Council, by Resolution No. 2014-154, 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. 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 2014-15, 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 2014-15 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 Council of the City of Modesto held on the 24th day of June, 2014, 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 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 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, 2014 - JUNE 30, 2015

REGISTERED PROFESSIONAL ENGINEER
CHARLES F. COVOLO
No. 47778
Exp. 12/31/15
CIVIL
STATE OF CALIFORNIA

Prepared By:
Tina Rocha, IFP Administrator

Certified By:
Charles Covolo, Senior Civil Engineer

Accepted By Motion:
Modesto City Council

* Administrative Adjustments made May 22, 2014

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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 approved an annual cost of living increase based on the Building Cost Index ("BCI"). As a result, the approved "inflator" was used to adjust 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 total annual assessment for LMAD No. 2 for Fiscal Year 2014-2015 is $19,127.50.

C. PROJECTED ANNUAL ASSESSMENT SUMMARY

1. Single-Family Residential Annual Assessment – 590 Parcels

$19,127.50	Annual Assessment for Fiscal Year 2014-2015
÷ 134.172	Total assessed acres
$ 142.56	Annual assessment per acre
$ 142.56	Annual assessment per Acre
x 116.087	Residential acres
$ 16,549.36	Total residential annual assessment
$16,549.36	Total residential annual assessment
÷ 590	# Parcels
$ 28 04976*	Total residential annual assessment/parcel

** For levying purposes, the total annual assessment has been rounded to $28.05 per residential parcel for a total annual residential assessment of $16,549.50.*

2. Commercial Annual Assessment – 18 Parcels

APN	Acres	$/Acre	Fiscal Year 2014-2015 Annual Assessment*
079-025-005-000	0.49	$142.56	$ 70.52
079-025-011-000	1.36	$142.56	$ 193.88
079-025-015-000	0.01	$142.56	$ 1.53
079-025-017-000	0.67	$142.56	$ 94.97
079-025-018-000	0.49	$142.56	$ 69.99
079-025-019-000	0.66	$142.56	$ 94.19
079-025-020-000	2.61	$142.56	$ 371.81
079-026-005-000	0.59	$142.56	$ 84.81
079-026-006-000	0.21	$142.56	$ 30.60
079-026-007-000	0.20	$142.56	$ 27.81
079-026-008-000	1.54	$142.56	$ 219.16
079-026-009-000	0.16	$142.56	$ 23.31
079-026-010-000	0.28	$142.56	$ 39.27
079-026-011-000	0.30	$142.56	$ 42.54
079-026-012-000	0.29	$142.56	$ 41.23
079-026-013-000	6.37	$142.56	$ 908.63
079-026-014-000	1.36	$142.56	$ 194.52
079-027-097-000	0.49	$142.56	$ 69.40

D. COMPARISON TO PREVIOUS FISCAL YEAR

The proposed Fiscal Year 2014-2015 annual assessments are the same as the annual assessments for Fiscal Year 2013-2015 of $28.05 per single-family residential parcels and $142.56 per acre for commercial parcels.

SECTION III FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

LMAD No. 2 Fund 6490		Estimated FY 2013-14[1]	Proposed FY 2014-15[2]
Beginning Fund Balance		$ (1,550)	$ 767
Revenue (Cost Center 80020)			
Special Assessments		$ 10,639 [3]	$ 19,128 [4]
Interest		$ (2)	$ -
Estimated - Special Assessments		*$ 8,488* [5]	
Total Revenue		$ 19,126	$ 19,128
Expenses (Cost Center 80020)	**Account**		
Operating Budget			
Postage Expenses	52025	$ (30)	$ (30)
Water Utility Expenses	53043	$ (2,459)	$ (4,200)
Repair and Maintenance Services - Landscape	53165	$ (5,908)	$ (10,800)
Professional Services	53300	$ -	$ (500)
Services City Forces - Interfund	54500	$ (2,517)	$ (4,340)
Estimated - Water Utility Expenses	*53043*	*$ (1,241)*	
Estimated - Repair and Maintenance Services	*53165*	*$ (2,993)*	
Estimated - Professional Services	*53300*	*$ -*	
Estimated - Services City Forces	*54500*	*$ (1,661)*	
Total Expenses		$ (16,808)	$ (19,870)
Ending Fund Balance		$ 767	$ 25

[1] The estimated amount shows what has been expended as of 02-28-2014. There will be more expenses through the end of the fiscal year (June); these are shown as *Estimated*.

[2] The estimated expenditures for FY 2014-15 are based on the revenue that is currently able to be generated within LMAD No. 2. These expenditures do not represent the actual amount needed for a good service level within LMAD No. 2. Budget may be reduced based upon actual FY 2013-14 Ending Fund Balance.

[3] Actual revenue received for first installment of FY 2013-14 tax levy.

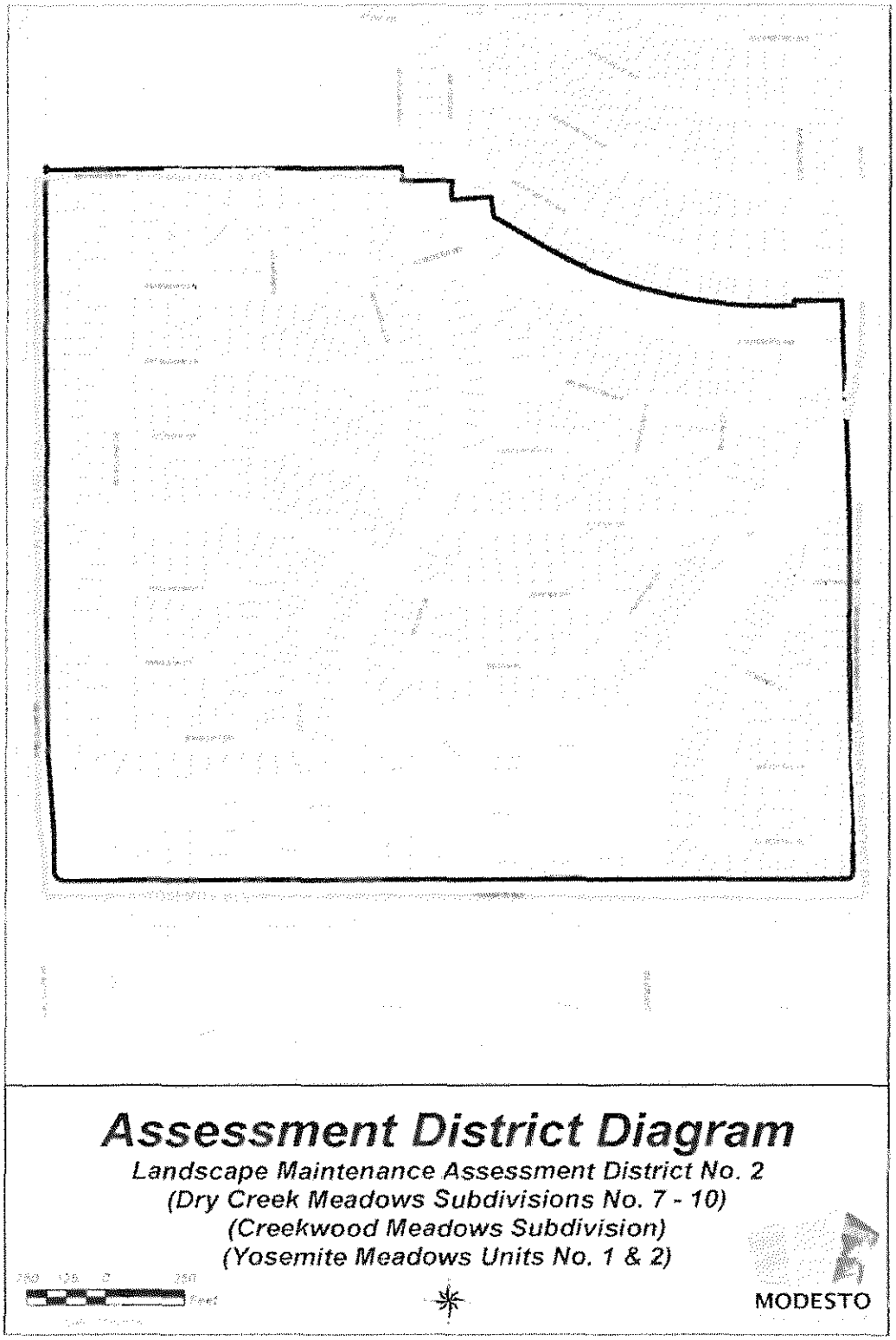
[4] Proposed levy.

[5] Estimated revenues for second installment of FY 2013-14 tax levy.

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Parks, Recreation, and Neighborhoods Department, located at 512 Jefferson Street, Modesto, CA. For more information, contact Kelly Gallagher, Parks Operations Supervisor 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	2014-15 ASSESSMENT
079-016-023-000	MARTINEZ MARIA R LEON	432 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-016-024-000	ESTRADA JOSE & ALFARO ALICIA ESTRADA	428 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-016-025-000	SWARTZ SHERYL R	424 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-016-026-000	SARHAD WILSON	3921 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-027-000	TAN LIVIA O	3917 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-028-000	FREDDIE MICHAEL J & FREDDIE SCARLETT M	3913 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-029-000	AGUIRRE EDWARD JR & AGUIRRE ANGELICA	3909 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-030-000	LE BLANC HEIDI M	3905 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-031-000	JACKSON TOMMIE JR & JACKSON CHARLOTTE B	3901 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-032-000	HOUSING AUTHORITY OF THE CO OF STANISLAUS	3825 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-033-000	OBERLANDER MARK ET AL	3821 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-034-000	LOPEZ ARNULFO & ANA M	3817 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-035-000	POOLE ROLAND J & POOLE CHERYL S	3813 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-036-000	CHAND VINAL ET AL	3809 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-037-000	ARNOLD JASON DEAN	3805 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-038-000	NEFF MICHAEL K	3801 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-039-000	CAMPIOTTI EDWARD L & CAMPIOTTI DIANA L	3721 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-040-000	VAN DEELEN DARCY J	3717 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-041-000	CHEN CHAO YING	3713 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-042-000	GONCHAR RONALD S	3709 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-043-000	JOST DAVID L & LYNDA J	3705 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-016-044-000	CHAND RONESH	424 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-045-000	SMITH OLIVER	428 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-046-000	JOHNSON GHARETT W ET AL	432 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-047-000	ANDRADE GERMAN DIAZ	436 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-048-000	SALEH JOSHUA	445 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-049-000	MARTINEZ SHIRLEY F	441 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-050-000	PULIDO OLGA A	437 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-016-051-000	MALDONADO LUIS M & ERENDIRA	433 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-017-001-000	MEN CHHADAVY TR	428 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-002-000	SANCHEZ YOVANIA M OCHOA	432 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-003-000	DALL-ANGELO DONALD C	436 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-004-000	KHOSHABA TERESA I TR	440 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-005-000	MONACO DONALD F & GLORIA E TRS	444 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-006-000	ANDRADE JOSE C & ANDRADE MARIA N	448 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-017-007-000	DILLON DEBRA L	441 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-008-000	CRAWFORD EDWARD A & CRAWFORD SUSAN E	437 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-009-000	YOUNG MICHAEL E & YOUNG DOROTHULA M	433 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-010-000	DI GINO DOROTHY S	429 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-011-000	AAZ PROPERTIES LLC	425 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-012-000	HARDMAN SHAWN K	421 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-013-000	CAMARENA JESUS JR & CAMARENA ESTHER	420 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-014-000	JUAREZ GERARDO RAMIREZ ET AL	424 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-015-000	CHAN CORINA	428 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-017-016-000	BERLIN GARY R JR & CHRISTIE	432 MELBOURNE DR	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-017-017-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3512 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-018-000	FIVE TEN CALIFORNIA III LLC	3516 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-019-000	SOLORZA JUAN M LOPEZ & LOPEZ BRENDA C TRS	3520 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-020-000	XAVIER BURT & XAVIER CATHY	3524 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-021-000	CAMARENA CLAUDIA DIAZ ET AL	3528 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-022-000	SHERGILL SUKHVIR S & GURBAX K	3532 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-023-000	HOLDER SHERRI L & CLARK R	3600 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-024-000	KEYS SANDY M	3604 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-025-000	YOUNAN GILBERT & YOUNAN IMAN	3608 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-026-000	NAMMACHANTHY KERK ET AL	3612 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-027-000	OROZCO LEOBARDO & OROZCO YESSENIA	3616 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-028-000	NGUYEN THONG Q	3620 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-029-000	JACKSON DAVE P & JACKSON MARIA	3624 MECHALYS WAY	MODESTO CA 95357	$ 28.05
079-017-030-000	GRANTHAM LINDA	449 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-031-000	MOJADDEDI SADIQA	445 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-032-000	BLAIR JOHNNY B ET AL	441 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-033-000	FRICK WADE L	437 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-034-000	ROMERO ROBERT R & MARITZA	3613 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-017-035-000	WILLIAMS JEFFREY & LAURA L	420 SUNBURY CT	MODESTO CA 95357	$ 28.05
079-017-036-000	PALLAN LUCAS	424 SUNBURY CT	MODESTO CA 95357	$ 28.05
079-017-037-000	COOK ERIC A & JULIE A	428 SUNBURY CT	MODESTO CA 95357	$ 28.05
079-017-038-000	BROWN ELIZABETH	429 SUNBURY CT	MODESTO CA 95357	$ 28.05
079-017-039-000	GIRON MICHAEL ANTHONY	425 SUNBURY CT	MODESTO CA 95357	$ 28.05
079-017-040-000	HAMILTON JASON	3541 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-017-041-000	HAMILTON STEVEN D & HAMILTON BRIGITTE	3533 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-017-042-000	TOUMA EMMANUEL & TOUMA SHOSHAN	424 BEUFORT CT	MODESTO CA 95357	$ 28.05
079-017-043-000	SEMONE JEREMY D & KIMBERLY	428 BEUFORT CT	MODESTO CA 95357	$ 28.05
079-017-044-000	ROCHA JUAN C & SAN JUANA	429 BEUFORT CT	MODESTO CA 95357	$ 28.05
079-017-045-000	SMITH JOAN MADELINE TR	425 BEUFORT CT	MODESTO CA 95357	$ 28.05
079-017-046-000	ARMSTRONG JASON R & JENNIFER L	3521 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-017-047-000	CARREIRO BRUCE R & CARREIRO EDYTHE	424 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-048-000	ROBLES PEDRO ET AL	428 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-049-000	SINGH BALIHAR	432 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-050-000	NGUYEN KHANH NGOC	436 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-051-000	GUTIERREZ MIKE G	440 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-052-000	RUIZ OLIVIA ET AL	444 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-053-000	KLOMP ERICA E ET AL	448 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-017-054-000	PAL SALILA TR	452 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-001-000	PALMERIN LUCIO C & LIDIA	424 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-018-002-000	PEREZ FERNANDO H & VILLARRUEL MARIA ALEJANDRA	420 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-018-003-000	WONG FAT SHING & WONG LINDA T	416 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-018-004-000	AU-YEUNG WAI & AU-YEUNG AMELA	412 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-018-005-000	AU-YEUNG PIK KWAN	408 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-018-006-000	KOKOLOGIANNAKIS NICK	401 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-018-007-000	BARDONNER STEVEN E	405 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-018-008-000	LOPEZ IVAN A	409 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-018-009-000	JACOB DIGOL B & ALGANTINA M	413 MELBOURNE DR	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-018-010-000	HOLMBERG KRISTEN	417 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-018-011-000	AGHASSI SARAH J	3512 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-012-000	STEVENS JAKE L & STEVENS GAIL M	3516 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-013-000	AZIZI ROBERT	3520 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-014-000	MEY ANDREW S & KIMLORINA	3524 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-015-000	SMITH MILLER VELTRENA	3528 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-016-000	TAYLOR RICHARD N & JILL B	3532 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-017-000	CUMMINGS ANNIE	3536 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-018-000	LA CROSS NANCY R	3540 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-019-000	ATTA DAVID Z	3544 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-020-000	GOMEZ ALICIA TR	3600 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-021-000	REO CAPITAL INVESTMENTS & ASSET MANAGEMENT	3604 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-022-000	MURCH PAUL WILLIAM & JENNIFER LYNN	3608 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-023-000	WENGER DEBORAH J & WENGER DAVID C	3612 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-024-000	MADAYAG CATANA TR	3616 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-025-000	PLAUGHER PRESTON SCOTT ET AL	3620 ASHEBORO LN	MODESTO CA 95357	$ 28.05
079-018-026-000	CHILDRESS JANET	420 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-027-000	KEM SOKHOM & VANTHA TRS	416 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-028-000	ROMASANTA CHRISTINE M ET AL	412 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-029-000	COODEY BETTY G	408 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-030-000	PIERCE CHARLES L & PIERCE VALERIE A	404 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-031-000	PANG SUN KIM & LIEV MENG HU TRS	400 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-032-000	MC MILLAN J HELIA TR	409 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-018-033-000	GOODWIN BEVERLY	3629 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-034-000	STECKMAN CHRIS D & STECKMAN SHARON A	3625 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-035-000	NICHOLS KATHRYN M	3621 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-036-000	WALZ CHRISTOPHER P	3617 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-037-000	ROLICHECK BELINDA	3613 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-038-000	BRITT SCOTT ALAN	3609 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-039-000	MALIK MOHAMMAD ZAHOOR & NUSRAT NASIM TRS	3605 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-040-000	DEHKORDI ROYA K & NIAKAN SIROOS	3601 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-041-000	EDENS JOHN L & CARYN E	3537 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-042-000	CAMPBELL KIMBERLY	3533 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-043-000	TORRES GINGER LEE & JAVIER V	3529 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-044-000	PEREZ ABEL CUEVAS & CANO KLEDY	3525 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-045-000	PLACINTAR MARINELA	3521 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-046-000	CASTILLO ISMAEL ET AL	3517 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-018-047-000	FAVILA HORTENCIA Y	3513 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-019-001-000	ROMERO ALEJANDRO & ROMERO ALICIA B	425 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-002-000	SOUZA ROBERT D & SAMANTHA D	421 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-003-000	REISDORFF HELEN	417 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-004-000	PEREZ WILLIAM MEZQUITA ET AL	413 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-005-000	COFFEY STEVE R & COFFEY ANNE LEE	409 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-006-000	GALLO JOSE & GALLO ROSALIA	405 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-007-000	YAU KING PO ET AL	401 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-008-000	SINGH GURLAL	400 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-009-000	CARRASCO GONZALO C & CARRASCO TERESA V	404 WADDELL WAY	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-019-010-000	GAYLOR MATTHEW	408 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-011-000	LOPEZ MARGARITA	412 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-012-000	MORALES RODOLFO ET AL	416 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-019-013-000	CASTELLO RICHARD M	3712 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-014-000	JOTIKA PRIYA ET AL	3716 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-015-000	LAMBERT STEVEN T & RENATA W	3720 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-016-000	DAVIS JAY N JR & DAVIS KIM M	3800 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-017-000	GRUENHAGEN ASHLEY N ET AL	3804 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-018-000	GALVAN SALVADOR R	3808 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-019-000	ENGLEMAN ALEXANDER C ET AL TRS	3812 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-020-000	ZARAGOSA ZACK MARTIN & ZARAGOSA ELIZABETH ANN	3816 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-021-000	KIMBROUGH JOANNE M	3820 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-022-000	MICO RICARDO G & MARIA REGINA L	3824 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-023-000	RAMIREZ STANLEY D ET AL	3900 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-024-000	LOUCKS DAVID GEORGE & JOSEFA M TRS	3904 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-025-000	SENGSOURITH PENG & INTHAVONG CHANPHENG	3908 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-026-000	DHIR SUNIL	3912 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-027-000	NAVARRO NAPOLEON & NAVARRO MARIA CHERYL	3916 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-028-000	WALKER KINDRA K & MC COY BRUCE	3920 LOUISBURG AVE	MODESTO CA 95357	$ 28.05
079-019-029-000	TRAWICK VERNON R & CLAUDETTE	420 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-030-000	LA PLACA SONDRA ET AL	416 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-031-000	GALVAN DIEGO	412 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-032-000	TERESI G PETER	408 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-033-000	NAVARRO FERNANDO	3909 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-034-000	OSHANA ASNAT	3905 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-035-000	ALVIZO LETICIA	3901 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-036-000	PHANOUVONG ALEXANDER	3817 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-037-000	GRIFFITH JACK E & GRIFFITH MELINDA D	3813 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-038-000	LEMUS MOISES & SANCHEZ CELIA	3809 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-039-000	KARRAS CHRISTINA CATHLEEN	3805 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-040-000	APPLEBY DOMINIC M & CANDI C	3801 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-041-000	RODRIGUES SILVINO J ET AL	3729 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-042-000	WILLIAMS MICHAEL & SARIAH	3725 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-043-000	LEFEVRE PETER A TR	3721 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-044-000	RUTSCHOW PHILIP Z & JOAN A TRS	3717 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-045-000	URIBE IRENE	3713 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-046-000	ENRIQUEZ JOHANNA	3709 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-019-047-000	FICHTENHOLZ ZINOVY TR ET AL	3705 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-001-000	GONZALES GABRIEL D & GONZALES SHARON	341 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-002-000	PRASAD KAMLESH ET AL	337 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-003-000	MORONES MICHAEL O & MORONES CONSUELO M	333 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-004-000	OVERWEG DAVID A & OVERWEG CATHIE	329 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-005-000	MCE VENTURES LLC	325 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-006-000	RODRIGUEZ RUBEN G & RODRIGUEZ ROSEMARY	321 WADDELL WAY	MODESTO CA 95357	$ 28.05
079-020-007-000	MONSON STEPHEN	3700 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-008-000	JOHNSON JAYNE MARIE & LEONARD TEED	3704 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-009-000	BETTENCORT JOHN C TRS ET AL	3708 VANCEBORO CT	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-020-010-000	HULA DAVID W	3712 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-011-000	RUIZ NEMORIO & LIDUVINA	3716 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-012-000	THORNTON LAWRENCE R & JUDITH A	3717 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-013-000	LEFEVRE PETER A TR	3713 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-014-000	KIM EDDIE & KI HYUN	3709 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-015-000	MORI HOWARD & MORI KELLI B	3705 VANCEBORO CT	MODESTO CA 95357	$ 28.05
079-020-016-000	BRAVO GONZALO & MARIA	3700 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-017-000	ORTIZ LUCILA MORALES	3704 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-018-000	HORSTMAN DAVID	3708 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-019-000	EGBIKUADJE JOHN N & EGBIKUADJE LUCKY E	3712 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-020-000	CHAND PREM & CHAND BINDRA MATI	3716 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-021-000	CHAN NORMAN NOM & YEH SHERRY HSIN JU	329 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-022-000	GARCIA JOSE H & MARTHA J	325 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-023-000	VAN TREASE ROBERT & VAN TREASE PATRICIA K	321 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-024-000	SCOTT JOSHUA THOMAS	317 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-025-000	MARKS STEVEN R	316 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-026-000	WATSON GAYLE	320 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-027-000	JOHNSON ERMA	324 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-028-000	ROJAS LUCAS G & LISA	328 HIGH POINT CT	MODESTO CA 95357	$ 28.05
079-020-029-000	TERESI GUIDO PETER	329 MACON CT	MODESTO CA 95357	$ 28.05
079-020-030-000	MATHMANY BOUNETEU	325 MACON CT	MODESTO CA 95357	$ 28.05
079-020-031-000	RAMIREZ MOISES & ROSINA	321 MACON CT	MODESTO CA 95357	$ 28.05
079-020-032-000	GIRARD THOMAS F & GIRARD CATRINA	320 MACON CT	MODESTO CA 95357	$ 28.05
079-020-033-000	ESCAMILLA AUGUSTIN JR & ESCAMILLA LISA A	324 MACON CT	MODESTO CA 95357	$ 28.05
079-020-034-000	MALLILLIN TERESITA M	328 MACON CT	MODESTO CA 95357	$ 28.05
079-020-035-000	IBARRA LOUIE JR & IBARRA KRISTY	3908 WILMINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-036-000	CORTEZ JOSE DE JESUS & HIDALGO ESMERALDA	400 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-020-037-000	CASTELLANOS RIGOBERTO & MARIA	404 CODINGTON WAY	MODESTO CA 95357	$ 28.05
079-021-001-000	MELIUS AARON M	404 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-021-002-000	SINGH KRISHAN	400 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-021-003-000	US BANK NA	328 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-021-004-000	GREEN JIM	324 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-021-005-000	KEM SOKHOM	320 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-021-006-000	DE HART ERIC A & CHANTENE M	317 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-021-007-000	TACKETT MICHAEL DEON & GWENDOLYN SUE TRS	321 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-021-008-000	LIANG JIN & CEN CHUNYAN	325 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-021-009-000	AMANT DARCY & KYLE C	329 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-021-010-000	YAU KING PO ET AL	333 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-021-011-000	LASITER LINDSEY & PAMELA	3512 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-012-000	GONZALES JOHN V & JEANETTE D	3516 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-013-000	ROYSDON JASON J & ANGELA D	3520 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-014-000	MCGILL RICKEY	3524 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-015-000	PRASAD JAG & LITIA	3528 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-016-000	BECERRA JACINTO & BECERRA MARIA	3532 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-017-000	LEE VICTOR & YUNG HSIEN	3536 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-018-000	BOUATHONG BOUNPHENG & KHAMKEO	3600 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-019-000	CASTRO JESUS R & CASTRO ESTHER M	3604 EFFINGHAM LN	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-021-020-000	HERNANDEZ ROBERTO & CARMEN C	3608 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-021-000	JALLOH MAMADU	3612 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-022-000	FOUNTAIN DEBORAH A TR	3616 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-023-000	YOUNG MALVIN JAMES JR & LINDA	3620 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-024-000	DAVIS BASIL	3624 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-025-000	TONTY TERRY L & ROSENTHAL MARK A	3628 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-026-000	WILLIAMS RENEE E	3632 EFFINGHAM LN	MODESTO CA 95357	$ 28.05
079-021-027-000	GOMEZ ALICIA TR	336 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-021-028-000	GARCIA LUIZ JOE SR & LUPE ANN TRS	332 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-021-029-000	HARRIS SHAUN N	328 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-021-030-000	TOWNLEY PERRY & BRENDA	324 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-021-031-000	MILLER JOSEPH R ET AL	320 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-021-032-000	RVH CAPITAL LLC	3633 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-033-000	DENDULK CHRISTOPHER B & JENIECE N	3629 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-034-000	COULIBALY LLC	3625 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-035-000	MORRELL ERNEST DAVIS & MORRELL KATHERINE YVONNE	3621 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-036-000	LYTEL-STARKS THOMAS	3617 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-037-000	LIM SOKHEANG	3613 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-038-000	BEE TAO-CHING & BEE SUE CHEN	3609 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-039-000	MANGAL SHIU PRASAD ET AL	3605 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-040-000	HARLESS KEVIN	3601 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-041-000	WILLIAMS ROGER K & LOUISE G TRS	3537 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-042-000	OLIVAREZ ARNOLD & OLIVAREZ DARLENE	3533 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-043-000	MUSE MARTIN D & OWENS OLIVIA	3529 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-044-000	CAPPS FRANKLIN J & SUSANN J TRS	3525 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-045-000	RUIZ CARLA P	3521 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-046-000	AHLSTRAND GARY J SR & PAMELA M TRS	3517 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-021-047-000	AHLSTRAND GARY J SR & PAMELA M TRS	3513 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-001-000	KUWAMOTO RANDY Y	316 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-022-002-000	MEDEIROS DOROTHY JEANNINE TR	312 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-022-003-000	RODRIGUEZ ELENA	308 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-022-004-000	ARTEAGA RAUL A ET AL	304 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-022-005-000	MARTIN RONALD L & MARTIN FAITH A	301 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-022-006-000	ARROYO MARGARITA	305 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-022-007-000	RADLOFF HAROLD TRS & RADLOFF M KATHLEEN	309 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-022-008-000	CRANE CHARLIE	313 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-022-009-000	LOBAUGH DUANE	3512 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-010-000	TORRES ALFREDO & TORRES RAQUEL	3516 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-011-000	PAL PARBIN & ROSHNI	3520 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-012-000	JAUREGUI PEDRO A & GUADALUPE V TRS	3524 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-013-000	CASTRO DAVID & ANGELA	3528 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-014-000	ITANEN MARK E & KIMBERLY D	3532 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-015-000	LOURENCO ASHLI	3536 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-016-000	SINGH JOGINDER	3600 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-017-000	HORNE RICHARD R & KATHY J	3604 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-018-000	CHAND ROVINESH	3608 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-019-000	CARLSON JOHN HENRY & GAYLEN TRS	3612 DOTHAN DR	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-022-020-000	MANZO TERESA & ENRIQUE	3616 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-021-000	CANELA FRANCISCO J	3620 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-022-000	JAUREGUI GRISELDA	3624 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-023-000	OLAGE IRENE A	3628 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-024-000	HERNANDEZ ARMANDO & ANALIA	3632 DOTHAN DR	MODESTO CA 95357	$ 28.05
079-022-025-000	NOLL KARL P & NOLL GYDA J	312 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-022-026-000	LOPEZ DAVID & LOPEZ IRMA	316 ANSONVILLE LN	MODESTO CA 95357	$ 28.05
079-022-029-000	CABELLO FRANCISCO A & CABELLO KAREN MICHELLE	3629 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-030-000	QUACH CAM ET AL	3625 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-031-000	CAMARENA JESUS D & ESTHER	3621 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-032-000	LOPEZ JOSE & CLAUDIA	3617 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-033-000	SANDOVAL IRMA	3613 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-034-000	VILLARREAL JOE & VIRGIE	3609 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-035-000	KUMAR AMAR	3605 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-036-000	GONZALEZ GUADALUPE & GONZALEZ ESPERANZA	3601 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-037-000	BOUNPHENG KHAMPHANH ET AL	3537 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-038-000	YU DENISE E ET AL	3533 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-039-000	FLORES DANIEL C & DONNA N	3529 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-040-000	BERTOLOTTI GUSTAVO	3525 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-041-000	WANG CHAO SHENG & WANG CHIEN LAN	3521 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-042-000	GRAY SHERRIE W	3517 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-043-000	SANCHEZ ZENAIDA	3513 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-045-000	MARKS WESLEY	3633 JARENA DR	MODESTO CA 95357	$ 28.05
079-022-046-000	MARKS WESLEY	0 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-001-000	KIRK LYNDSAY	248 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-002-000	KHAN SHAH N	244 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-003-000	SANTOS FLORENTINO C & MARIA A	240 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-004-000	CAMARENA JOSE R & CAMARENA ISABEL C	236 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-005-000	SIGHTS KURT H	232 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-006-000	ESPITIA ANGEL VALDEZ ET AL	228 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-007-000	CORTEZ LUIS A	224 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-008-000	YATES MICHAEL R & YATES MARGIE M	220 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-009-000	CUTLER DAVID J & CUTLER JUDITH A	216 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-023-010-000	CRISP JEFF C & CRISP DORTHY	221 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-011-000	GRANT RYAN M & ANNE P	225 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-012-000	SON DARA	229 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-013-000	ALIABADI REBKA SHARLOU	233 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-014-000	HERNANDEZ JORGE MURILLO & MURILLO ANA P	237 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-015-000	CABAGNOT DOLORES & FLYNN G	241 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-016-000	ALVARADO J JESUS E & GUTIERREZ MARIA ELVIA GUZMAN	245 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-017-000	LEW KERN YUEN	249 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-018-000	YU LENA XIAO ET AL	253 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-023-019-000	ESPINOZA MIGUEL	3512 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-020-000	GRANT CURTIS R TRS & GRANT NANCY E	3516 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-021-000	WEDEL JERRY L & LINDA L	3520 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-022-000	RODRIGUEZ MAURILIO MONTANEZ	3524 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-023-000	DYK JANET D	3528 JARENA DR	MODESTO CA 95357	$ 28.05

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079-023-024-000	ENOS JEREMY	3532 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-025-000	VICTORIA ROBERTO	3600 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-026-000	FIVE TEN REAL ESTATE OPPORTUNITIES FUND I LLC	3604 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-027-000	GALLO SANTOS & GALLO FELIPA	3608 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-028-000	HALL SHARON	3612 JARENA DR	MODESTO CA 95357	$ 28.05
079-023-029-000	DE GUZMAN PEPITO V & RAQUEZA S TRS	245 GELF LN	MODESTO CA 95357	$ 28.05
079-023-030-000	PRASAD NILESH	241 GELF LN	MODESTO CA 95357	$ 28.05
079-023-031-000	BANUELOS MARTHA A	237 GELF LN	MODESTO CA 95357	$ 28.05
079-023-032-000	SILVA RICK A	233 GELF LN	MODESTO CA 95357	$ 28.05
079-023-033-000	NEWMAN SUSAN ET AL	229 GELF LN	MODESTO CA 95357	$ 28.05
079-023-034-000	WARDA JENNIFER & BEN	225 GELF LN	MODESTO CA 95357	$ 28.05
079-023-035-000	ACOSTA GARY SIMON TRS & ACOSTA SYLVIA ANN	221 GELF LN	MODESTO CA 95357	$ 28.05
079-023-036-000	ESTRADA RICHARD THOMAS & SBRANTI-ESTRADA JOANNE	217 GELF LN	MODESTO CA 95357	$ 28.05
079-023-039-000	AGUAYO ESMERALDA LOPEZ	3529 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-040-000	MARTINEZ DAVID & MORENO MARISSA	3525 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-041-000	PONTE JOSEPH JOAQUIN JR & PONTE VIRGINIA RUTH	3521 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-042-000	TOWNSEND DONALD K & JOYCE A TRS	3517 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-043-000	FAGUNDES ANTONIO L & HAIR JACQUELINE K	3513 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-044-000	TOWNSEND DONALD K & JOYCE A TRS	3512 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-045-000	IMMEDIATO KEITH A ET AL	3516 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-046-000	LOBATO JOSE B ET AL	3520 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-047-000	PRASAD CHANDRA SEN & DAYA WATI TRS	3524 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-048-000	MARTINE MARTIN D & EMERINA P	3528 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-049-000	COCHRAN PAT	3532 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-055-000	BUCK NICOLE R	3529 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-056-000	BORK VIRGINIA L & BORK RICHARD D	3525 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-057-000	JOHNSON JEFFREY T & JOHNSON SUZANNE T	3521 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-058-000	GONZALES DANIEL J	3517 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-059-000	CAGUIAT RICALYN T	3513 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-060-000	SELLERS SHERRY L	240 GELF LN	MODESTO CA 95357	$ 28.05
079-023-061-000	FLORES CRISTIAN A	236 GELF LN	MODESTO CA 95357	$ 28.05
079-023-062-000	MORA DELMA & MIGUEL	232 GELF LN	MODESTO CA 95357	$ 28.05
079-023-063-000	VYBORNEY VERNON E & VYBORNEY VIRGINIA C	228 GELF LN	MODESTO CA 95357	$ 28.05
079-023-064-000	SAALWAECHTER JENNIFER PATRICIA ET AL	224 GELF LN	MODESTO CA 95357	$ 28.05
079-023-065-000	LAL NEALE K	220 GELF LN	MODESTO CA 95357	$ 28.05
079-023-066-000	VANDER HEIDE RALPH PETER JR & KATHRYN NABZESKA	216 GELF LN	MODESTO CA 95357	$ 28.05
079-023-067-000	RODRIGUEZ MELCHOR M ET AL	3533 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-068-000	KNOEPFLE RACHEL RENEE	3537 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-023-069-000	HENRY JILL	3536 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-070-000	SIMMALY NICK & KEOSOUKANANH AM	3540 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-071-000	BRYANT TODD A & KIMBERLY D	3541 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-073-000	BOTELLO ALMA C	3533 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-023-075-000	DOW STEPHEN C	3537 HALLSBORO CT	MODESTO CA 95357	$ 28.05
079-024-001-000	LYEK LYSIRI & MIN DAISY	128 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-002-000	TIJERINO LEONOR	132 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-003-000	GARCIA DWAYNE & KRISTI	136 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-004-000	FAULKNER JAMES & SHARON D	200 N MC CLURE RD	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-024-005-000	ARMSTRONG CHESTER A TR	204 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-006-000	SIDHU BALDEV S & MANMOHAN K TRS	208 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-007-000	SOUKHAMTHATH ALAN	212 N MC CLURE RD	MODESTO CA 95357	$ 28.05
079-024-008-000	YOUSSEF KHOSHABA & ODISHO THURAYA	217 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-024-009-000	CUIRIZ NADIA	213 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-024-010-000	VANN SOCHENDA	209 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-024-011-000	GRANT ERIC A & GRANT KAMERA L	205 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-024-012-000	GALAS VINCE N	201 MELBOURNE DR	MODESTO CA 95357	$ 28.05
079-024-013-000	MCE VENTURES LLC	3508 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-014-000	ZAMORA VICTOR & ZAMORA VERONICA	3512 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-015-000	GONZALEZ ANDRES & ESPERANZA	3516 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-016-000	JORGENSEN FRANK E & MIRIAM M TRS	3520 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-017-000	GRANT JEFF	3524 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-018-000	ESTRADA FRANCISCO & ESTRADA JULIA	3528 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-019-000	CREE DEBORAH J	3600 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-020-000	COLWELL DONALD SR & COLWELL JO ANN	3604 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-021-000	DAOUD OLGA P	3608 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-022-000	WEISS JULIE GRANT	3612 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-023-000	MCE VENTURES LLC	3616 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-024-000	BROOKS TODD	3620 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-025-000	BORRELLI MICHAEL J	3624 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-026-000	KEENE EDWARD L & KEENE SUSAN G	200 GELF LN	MODESTO CA 95357	$ 28.05
079-024-027-000	GONSALVES MATTHEW M	204 GELF LN	MODESTO CA 95357	$ 28.05
079-024-028-000	FELT STACY L & MAILE V	208 GELF LN	MODESTO CA 95357	$ 28.05
079-024-029-000	KARELIN ZENA M	212 GELF LN	MODESTO CA 95357	$ 28.05
079-024-030-000	FLORES CESAR J & MAYRA	213 GELF LN	MODESTO CA 95357	$ 28.05
079-024-031-000	NGEN STEVEN KORB & MELONEY SALEM LEN	209 GELF LN	MODESTO CA 95357	$ 28.05
079-024-032-000	MOU CHRISTINA	3617 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-033-000	WEAVER BETTY J TRS ET AL	3613 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-034-000	CASTILLO TARA L ET AL	3609 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-035-000	WEAVER KRISTEN ELIZABETH TR	3605 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-036-000	BEE TAO CHING & SUE CHEN	3601 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-037-000	PAL REENA D	3529 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-038-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3525 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-039-000	MCE VENTURES LLC	3521 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-040-000	GALLARDO LYDIA	3517 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-041-000	KIST DAVID L & PADILLA YVETTE M	3513 BAYBORO DR	MODESTO CA 95357	$ 28.05
079-024-042-000	SAMUEL MICHAEL & NIRONA	3512 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-043-000	HAMILTON EILEEN M TR	3516 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-044-000	ZARATE SERGIO ET AL	3520 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-045-000	JK VALLEY PROPERTIES LLC	3524 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-046-000	SOUZA JASON S & TABITHA I	3528 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-049-000	VITELA RIGOBERTO MORA	3532 ANNISTON CT	MODESTO CA 95357	$ 28.05
079-024-050-000	KNOEPFLE RONALD L & KNOEPFLE LORRAINE M	3536 ANNISTON CT	MODESTO CA 95357	$ 28.05
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	$ 70.52
079-025-011-000	YOSEMITE AND CREEKWOOD INC	3621 YOSEMITE BLVD	MODESTO CA 95357	$ 193.88

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079-025-015-000	CYPRESS EQUITIES GROUP III LP	0 CREEKWOOD DR	MODESTO CA 95357	$ 1.53
079-025-017-000	BEARDEN FAMILY LIMITED PARTNERSHIP	3513 YOSEMITE BLVD	MODESTO CA 95357	$ 94.97
079-025-018-000	BEARDEN FAMILY LIMITED PARTNERSHIP	0 YOSEMITE BLVD	MODESTO CA 95357	$ 69.99
079-025-019-000	DJU LLC	3601 YOSEMITE BLVD	MODESTO CA 95357	$ 94.19
079-025-020-000	CYPRESS EQUITIES GROUP III LP	117 CREEKWOOD DR	MODESTO CA 95357	$ 371.81
079-026-005-000	MC DONALDS CORP	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 84.81
079-026-006-000	LEONG JICK C TRS & LEONG ALICE NG	YOSEMITE BLVD #A	MODESTO CA 95357	$ 30.60
079-026-007-000	LEONG JICK C TRS & LEONG ALICE NG	YOSEMITE BLVD #B	MODESTO CA 95357	$ 27.81
079-026-008-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 219.16
079-026-009-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 23.31
079-026-010-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 39.27
079-026-011-000	CREEKWOOD PLAZA LLC	3801 YOSEMITE BLVD #7	MODESTO CA 95357	$ 42.54
079-026-012-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 41.23
079-026-013-000	CREEKWOOD PLAZA LLC	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 908.63
079-026-014-000	PALLIOS ENTERPRISES	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 194.52
079-027-001-000	ESPINOZA EVERADO & MARIA LUZ	3701 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-002-000	BERGSTROM ROBERT E & LINDA R TRS	3705 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-003-000	GILBERT LYNETTE & LANCE	3709 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-004-000	GREWAL MANMEET & JASKIRAN	3713 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-005-000	VILLALPANDO HERIBERTO & ROSA	3717 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-006-000	GALLO JOE & ROSALIA	3721 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-007-000	VHAN SUJEEV	3725 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-008-000	ORTIZ ALEJANDRA	3801 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-009-000	ADAIR KENNETH L	3805 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-010-000	MAKASYUK GUADALUPE	3809 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-011-000	HIATT RALPH W TR	3813 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-012-000	GIRTON BROOKS C	3817 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-013-000	TERRA MATTHEW ET AL	3821 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-014-000	CASTILLO ANGELICA ET AL	3825 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-015-000	DARPINIAN JANE LEE	3901 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-016-000	AWARD PROPERTIES	3905 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-017-000	GUPTILL CAROLYN S	3909 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-018-000	YOUNAN ALBERT M ET AL	3913 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-019-000	BURCIU VASILE & TABITA	3908 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-020-000	KANNO JANET	3900 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-021-000	MEDINA ALYCE	232 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-022-000	URY TRACY L	228 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-023-000	NIELSEN MARK C	224 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-024-000	TINOCO REBECCA K	220 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-025-000	STRAIT AARON D	216 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-026-000	AQUINO NESTOR JOSE P & AQUINO LUCILLE J	212 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-027-000	SZCZYGIEL ROGER JOSEPH & SZCZYGIEL MONICA R	208 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-028-000	ANDREINI CHRIS PAUL & VICKY ANN TRS	204 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-029-000	LINDSAY STANLEY & MICHELE	200 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-030-000	M & M PROPERTIES INC	3824 TROON PL	MODESTO CA 95357	$ 28.05
079-027-031-000	SANTANA LISA MARIE	3820 TROON PL	MODESTO CA 95357	$ 28.05
079-027-032-000	FEDERAL NATIONAL MORTGAGE ASSN	3816 TROON PL	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-027-033-000	GIRALDES VINCENT ROBERT & ANGELA	3812 TROON PL	MODESTO CA 95357	$ 28.05
079-027-034-000	OROZCO EDUARDO & LOPEZ CELIA LIZETH HURTADO	3808 TROON PL	MODESTO CA 95357	$ 28.05
079-027-035-000	AGUINIGA LINDA L ET AL	3804 TROON PL	MODESTO CA 95357	$ 28.05
079-027-036-000	HENRY JILL A	3800 TROON PL	MODESTO CA 95357	$ 28.05
079-027-037-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3724 TROON PL	MODESTO CA 95357	$ 28.05
079-027-038-000	SIDHU BALDEV S & MANMOHAN K TRS	3720 TROON PL	MODESTO CA 95357	$ 28.05
079-027-039-000	VEGA JUAN MANUEL & MARIA A	3716 TROON PL	MODESTO CA 95357	$ 28.05
079-027-040-000	CAVAZOS HENRY J JR	3712 TROON PL	MODESTO CA 95357	$ 28.05
079-027-041-000	SANCHEZ NOEMI	3708 TROON PL	MODESTO CA 95357	$ 28.05
079-027-042-000	GOMEZ PATRICIA & FRANCISCO JAVIER	3704 TROON PL	MODESTO CA 95357	$ 28.05
079-027-043-000	GARRISON JAMES R & STACY L	3700 TROON PL	MODESTO CA 95357	$ 28.05
079-027-044-000	NAIR RAJESH & UMA	201 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-045-000	SCHEID MICHAEL D & SCHEID MARILYN J	205 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-046-000	JAMES CATHERINE M	209 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-047-000	HOLLAND DARRELL	213 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-048-000	MUIR LARRY R & LESLIE A	217 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-049-000	AGHASSI JOESPH TR	221 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-050-000	SABINIANO MARION N	3700 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-051-000	VIGIL CELSO & NATIVIDAD	3704 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-052-000	CHAND ATISH & REENA D	3708 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-053-000	WALDMAN MIKE & MARTHA	3712 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-054-000	MIRANDA CARMEN ET AL	3716 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-055-000	CHANHMISAY KEVIN S & TIFFANIE	3720 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-056-000	DOUGLAS MARY G	3724 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-057-000	ANAYA EFRAIN FERNANDEZ & FERNANDEZ ANJELITA	3800 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-058-000	GALLO SANTOS & GALLO FELIPA A	3804 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-059-000	O BRIEN JON L	3808 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-060-000	BLANAS FRANK G	3812 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-061-000	REINEKE SANDRA K	3816 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-062-000	ROSE EUGENE L & TAMARA L	3820 JULENE DR	MODESTO CA 95357	$ 28.05
079-027-063-000	MALDONADO JUAN G & VERONICA A	3825 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-064-000	RAYGOZA JOSE JR	3821 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-065-000	DHESI PARVINDER & KIRANJIT	3817 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-066-000	HAMMONDS THEDFORD J	3813 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-067-000	FRIEDE SUKANTLA	3809 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-068-000	GUERRERO ANTHONY & GUERRERO DEBORAH	3805 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-069-000	SHAMOON BANIPAL ET AL	3801 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-070-000	CHAND ATISH & CHAND REENA	3725 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-071-000	HAMILTON DAWN J	3721 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-072-000	CHANDRA KABITA RAGINI	3717 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-073-000	NAVA MARGARITA ET AL	3713 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-074-000	CHAND RAJ RATTAN	3709 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-075-000	GALLO SANTOS & FELIPA A	3705 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-076-000	KOMMAVONG BOUNKONG & PHILAVONG ALING	3701 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-077-000	BRUHN JULEE	213 ANASTASIA DR	MODESTO CA 95357	$ 28.05
079-027-078-000	BUER TYLER A	3812 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-079-000	SIERRA JOSE M & RIOS LUSILA	3808 JARENA DR	MODESTO CA 95357	$ 28.05

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079-027-080-000	PRESINAL ERIX ALBERTO & NORMA EDITH	3804 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-081-000	LOPEZ LISANDRO ET AL	3800 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-082-000	CARDOZA RICHARD ALAN	3724 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-083-000	BURKE JOHN D & BURKE AMY E	3720 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-084-000	KNAUS SVETLANA	3716 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-085-000	KISARA SRINIVAS	3712 JARENA DR	MODESTO CA 95357	$ 28.05
079-027-086-000	DOYLE CATHY M	220 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-087-000	BAILEY GUY E & BAILEY DONNA M	212 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-088-000	PHITSAMAY BOBBY & AMANDA	208 RECTOR LN	MODESTO CA 95357	$ 28.05
079-027-089-000	MESSER KEVIN & KAREN	3717 TROON PL	MODESTO CA 95357	$ 28.05
079-027-090-000	DE JESUS MARIO C & DE JESUS ARLENE M	3721 TROON PL	MODESTO CA 95357	$ 28.05
079-027-091-000	AMERICAN RESIDENTIAL PROPERTIES OP L P	3725 TROON PL	MODESTO CA 95357	$ 28.05
079-027-092-000	GARCIA JUAN & CARMEN A	3801 TROON PL	MODESTO CA 95357	$ 28.05
079-027-093-000	JONES JANE K	3805 TROON PL	MODESTO CA 95357	$ 28.05
079-027-094-000	BROWN JOSHUA ET AL	3809 TROON PL	MODESTO CA 95357	$ 28.05
079-027-095-000	MEES SEAN M	3813 TROON PL	MODESTO CA 95357	$ 28.05
079-027-096-000	BAKUS LAUREN N	3817 TROON PL	MODESTO CA 95357	$ 28.05
079-027-097-000	CREEKWOOD MEADOWS INVESTORS	0 CREEKWOOD DR	MODESTO CA 95357	$ 69.40
079-028-001-000	PERVERE BRYAN & PERVERE GAIL M	205 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-002-000	TEIXEIRA TERRY J	201 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-003-000	BARRAGAN BENJAMIN M & BARRAGAN IMELDA R	121 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-004-000	AWARD PROPERTIES LLC	117 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-005-000	HAWKINS TROY R	113 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-006-000	FARNON AARON D & FARNON LINDA M	109 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-007-000	NAVA BALTAZAR & NAVA YOLANDA GALLO	105 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-008-000	MICHAEL LAVINIA	101 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-009-000	SHOOK TIMOTHY	3900 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-010-000	ROCHA JOSE	3904 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-011-000	PONS-LANGLOT ALFRED	3908 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-012-000	JOHNSON JOHN R & HUNTER KELLY N	3912 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-013-000	DEL VALLE MARIA R	3916 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-014-000	HUIHUI JOSEPH FREDERICK	3920 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-015-000	DURAN ROBERT JR & MELANIE JT	3924 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-016-000	BURCIU VASILE & TABITA	3928 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-017-000	WONG MAY	3932 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-018-000	SIKES JAMES R TR	3933 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-019-000	PRITCHARD INVESTMENTS LLC	3929 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-020-000	CABRAL TED M & ANA M	3925 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-021-000	MADRIGAL JOSE A	3921 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-022-000	BOULTON BILL G	3917 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-023-000	MARTIN JEFFREY	3913 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-024-000	REED NANCY R & JOHNNY E	3909 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-025-000	CICERO EDWARD FRANCIS JR TR	3900 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-026-000	TANNER TOMMIE G & TANNER GARCIE L	3904 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-027-000	CAMPOS MARTIN	3908 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-028-000	SOUPHAVONG BOUATHONG	3912 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-029-000	WU WAN BEN	3916 WESTFALL LN	MODESTO CA 95357	$ 28.05

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079-028-030-000	HERNANDEZ JOSE J & CASTRO GAVY	3920 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-031-000	CAPISTRAN JUAN & BARRAGAN ELISA	3924 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-032-000	YOUNGER ROGER	3925 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-033-000	HOUSE DENNIS L & BONITA E TRS	3921 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-034-000	PRASAD RESHMI D	3917 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-035-000	HUEY JAMES W ET AL	3913 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-036-000	BARRAGAN JESSE & BARRAGAN OLIVIA T	3909 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-037-000	OCHOA PAULO & MENDOZA MARIA DE JESUS	3901 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-040-000	VILLEGAS MARIE TR	3936 EL PORTAL PL	MODESTO CA 95357	$ 28.05
079-028-041-000	JOHNSON LENDALL	257 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-042-000	BUSTAMANTE GONZALO & BUSTAMANTE LUZ	253 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-043-000	VICTORINO CHRISTOPHER J & KRISTI M	249 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-044-000	TAYLOR JIMMY R & SHEILA W	245 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-045-000	SANDOVAL JUAN E & ANA LIDIA ACEVEDO DE	241 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-046-000	MCE VENTURES LLC	237 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-047-000	ALBERTO SILVIA	233 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-048-000	YOUNGER RONALD & YOUNGER LYDIA	229 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-049-000	PORRES MARIA	225 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-050-000	ATKINS DEBRA MICHELLE	221 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-051-000	HINISH LONNIE O & PAMELA K TRS	217 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-052-000	HOOK JEFFREY ALLEN & HOOK KIMBERLY ANN	213 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-053-000	ZAMORA ANTONIO S & ZAMORA MARIA A	209 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-054-000	TANNER NICHELLE N	212 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-055-000	COSTA JOE & COSTA MARY	216 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-056-000	CORREIA ADRIANA M	228 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-057-000	JIMENEZ NARCISO & JIMENEZ ROSA	236 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-058-000	DAVIS BARBARA A	240 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-059-000	HANNINK DOUG & KATHY TRS	244 SENTINEL DR	MODESTO CA 95357	$ 28.05
079-028-060-000	WATTLE AARON K & JULIE R	3905 SENTINEL CT	MODESTO CA 95357	$ 28.05
079-028-061-000	NORTON STANLEY W & NORTON LAURIE K	3908 SENTINEL CT	MODESTO CA 95357	$ 28.05
079-028-062-000	CIBRIAN EFRAIN ET AL	3904 SENTINEL CT	MODESTO CA 95357	$ 28.05
079-028-065-000	BROWN TANYA M	313 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-066-000	BOSMA KRISTI K & BOSMA STEVEN R	309 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-067-000	RODRIGUEZ ALFRED J & JULIA L	305 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-068-000	CISNEROS HEBER & CISNEROS ROSALINA	301 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-069-000	MODESTO CITY OF	0 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ -
079-028-070-000	TOMA TITANIA Y	241 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-071-000	HERNANDEZ SALVADOR & BELTRAN MARIA T	237 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-072-000	LAGAN JASON	233 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-073-000	HARDIN MIKE A	229 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-074-000	SANGHA DILBAG SINGH ET AL	225 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-075-000	PADILLA RODRIGO	221 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-076-000	WIKA GARY L & WIKA PEGGY A	217 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-077-000	SOTO GILBERTO & SOTO MARIA	213 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-078-000	PEREZ VALENTINE M ET AL	209 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 28.05
079-028-079-000	MENDOZA LIBERATO ET AL	3929 WESTFALL LN	MODESTO CA 95357	$ 28.05
079-028-080-000	SUMTER JASON ET AL	3928 WESTFALL LN	MODESTO CA 95357	$ 28.05

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
079-028-081-000	NAVARRO JOSE R	3937 EL PORTAL PL	MODESTO CA 95357	$ 28.05

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-252

A RESOLUTION CONFIRMING THE FISCAL YEAR 2014-15 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. 2014-155, adopted on May 6, 2014, 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 2014-15, 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 2014-15 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 Council of the City of Modesto held on the 24th day of June, 2014, 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 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 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, 2014 - JUNE 30, 2015

Prepared By:
Tina Rocha, IFP Administrator

Certified By:
Charles Covolo, Senior Civil Engineer

Accepted By Motion:
Modesto City Council

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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 2014-2015 is $25,740.54. This is based on the amount needed for Fiscal Year 2014-15 based on projected expenses and fund balance.

C. PROJECTED ANNUAL ASSESSMENT SUMMARY

Residential Annual Assessment – 493 Parcels

	$25,750.54	Annual Assessment for Fiscal Year 2014-2015
÷	493	# of Parcels
$	52.21	Annual assessment per parcel

D. COMPARISON TO PREVIOUS FISCAL YEAR

The proposed 2014-2015 annual assessment for residential parcels has decreased from $57.96 to $52.21 per parcel.

SECTION 3 FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

Shackelford LLD Fund 6470		Estimated FY 2013-14[1]	Proposed FY 2014-15
Beginning Fund Balance		$ 6,933	$ 8,351
Revenues (Cost Center 80015)	Account		
Special Assessments	47051	$ 15,994 [2]	$ 25,741 [3]
Interest Revenue on Bank Account	48010	$ (12)	$ -
Estimated - Special Assessments		$ *12,695* [4]	
Total Revenues		$ 28,677	$ 25,741
Expenses (Cost Center 80015)	Account		
Operating Budget			
Postage Expenses	52025	$ (30)	$ (100)
Electricity Utility Expenses	53040	$ (14,102)	$ (23,500)
Services City Forces - Interfund	54500	$ (3,550)	$ (3,321)
Estimated - Postage Expenses	*52025*	$ -	
Estimated - Electricity Utility Expenses	*53040*	$ *(8,898)*	
Estimated - Services City Forces - Interfund	*54500*	$ *(1,678)*	
Total Expenses		$ (27,258)	$ (26,921)
Ending Fund Balance		$ 8,351	$ 7,171

[1] The estimated amount shows what has been expended as of 02-28-2014. There will be more expenses through the end of the fiscal year (June); these are shown as *Estimated*.

[2] Actual revenue received for first instalment of FY 2013-14 tax levy.

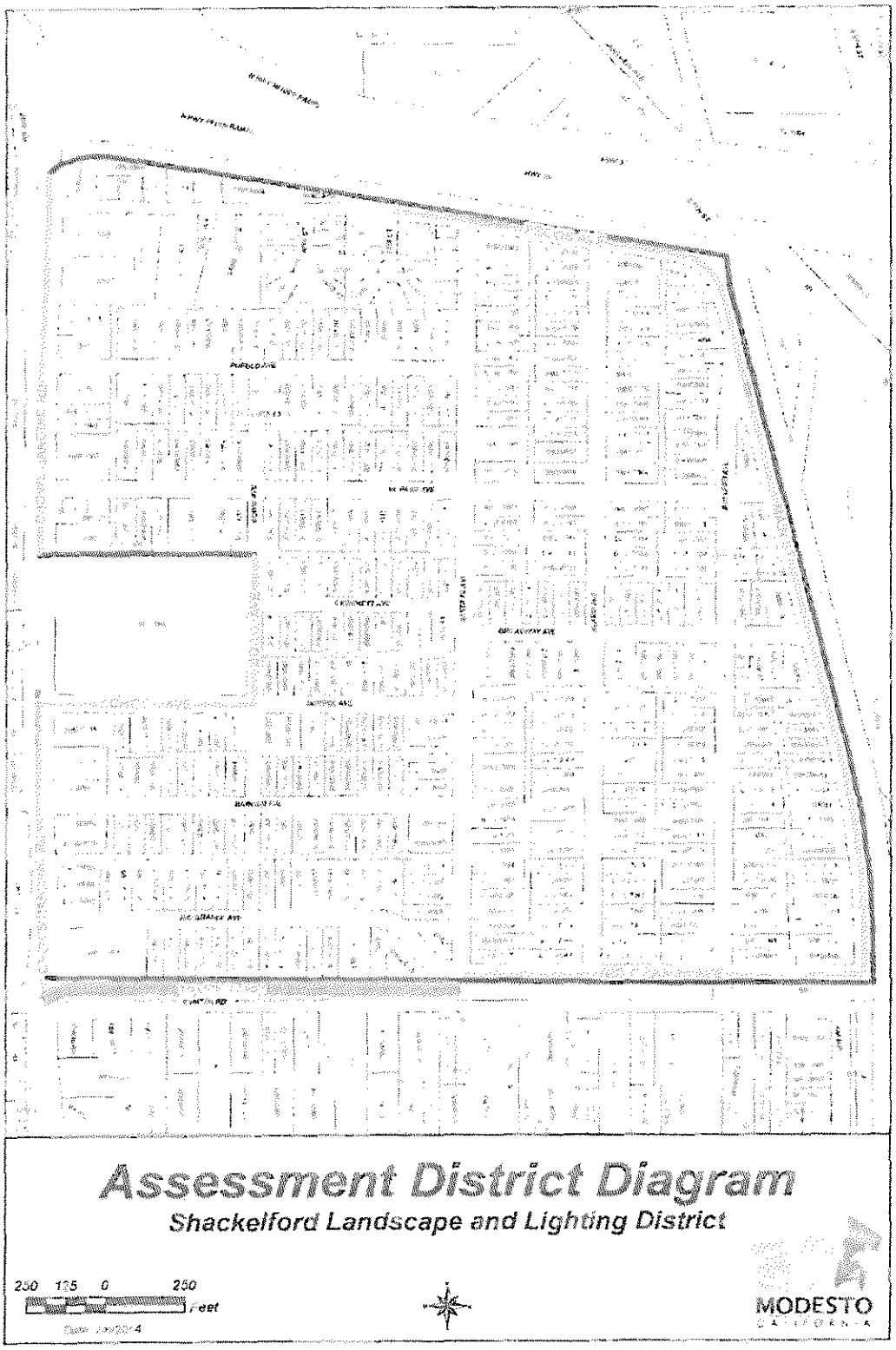
[3] Proposed levy.

[4] Estimated revenues for second installment of FY 2013-14 tax levy.

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Parks, Recreation, and Neighborhoods Department, located at 512 Jefferson Street, Modesto, CA. For more information, contact Kelly Gallagher, Parks Operations Supervisor 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	2014-15 ASSESSMENT
038-028-001-000	SERRANO ANTONIO H & SERRANO MARIA G	1328 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-028-002-000	STILLE JERRY	0 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-028-003-000	STILLE JERRY	1328 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-028-004-000	STILLE JERRY	115 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-005-000	GARCIA VALENTIN	119 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-006-000	CARDENAS JOSE J	123 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-007-000	RAMIREZ MARIA ELENA	127 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-008-000	GARIBAY AUDELIA	131 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-009-000	ANDREWS LUKE J & CAROLYN M	201 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-010-000	DEGUIN RACHEL O R	205 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-011-000	YEPEZ EFREN & YEPEZ GUADALUPE OCHOA	209 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-012-000	MENDOZA EDGAR	213 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-013-000	ANGUIANO IGNACIO & ELVIRA	217 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-014-000	HERRERA MARIA	221 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-015-000	AMESCUA JOSE	225 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-016-000	CORRAL JOSE & ALICIA	229 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-017-000	MARTINEZ JOHN	301 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-018-000	GARZA JOSE R & GARZA ROSA E	305 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-019-000	ACOSTA ISABEL	309 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-020-000	DIAZ RODRIGO	313 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-021-000	CASTILLO RAUL D & CASTILLO ANGELA F	317 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-022-000	SAHOTA HARVINDER SINGH	321 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-023-000	SOSA EFREN M & ANDREA A	1325 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-028-024-000	HO CHINJUI & FAN MINGJEAN	1319 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-028-025-000	DIANDA REBECCA LEE	1323 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-028-026-000	FLORES RAUL CASTILLO & CASTILLO BRAULIA A	1327 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-028-027-000	NATH UMRAM	340 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-028-000	HERNANDEZ DE VARGAS MARIA SALUD	320 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-029-000	BEAS MARIANO & MARIA C	318 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-030-000	RON MARCELINO & EDELMIRA	316 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-031-000	ARROYO ISMAEL GARIBAY ET AL	306 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-032-000	AVILA OCTAVIO S	302 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-033-000	MARES CARLOS	230 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-034-000	WALLACE EDNA	226 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-035-000	NICK BRYAN	222 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-036-000	TAYLOR JUANITA B	218 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-037-000	GARIBAY ET AL ISMAEL	214 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-038-000	TAQUILLO SALOME L & ET UX	210 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-039-000	FEDERAL NATIONAL MORTGAGE ASSN	206 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-040-000	SANDOVAL CARMEN ET AL	204 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-043-000	CARUSO SHOPPING CENTER INC	128 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-048-000	KNIGHT ELLEN FAITH TR	202 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-028-051-000	CARUSO SHOPPING CENTER INC	1418 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-001-000	OGARTE FELIPE B	221 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-002-000	CARRILLO JOSE A	225 SCHOOL AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-029-003-000	GRAGU EUGENE LAROY	229 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-004-000	HENDRIX SHIRLEY	301 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-005-000	RODRIGUEZ MARY P	305 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-006-000	VELZA ISIDRO	309 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-007-000	BURKOWS DELORES I	313 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-008-000	ALBERTO LUCAS & MODESTA	317 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-009-000	ALBERTO LUCAS & ALBERTO MODESTA	321 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-010-000	SWARTS JACK DOFE	325 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-011-000	ANGELES REMIGIO & SANCHEZ DELFINA	329 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-012-000	JIMENEZ JOSE S & JIMENEZ ESPERANZA G	333 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-013-000	LARA JOSE A & LARA BERTHA A	326 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-014-000	FERRO ANTHONY A	1233 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-015-000	GAYLE NOVI I	1237 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-016-000	PENA ARTURO & PENA ARCELIA	1241 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-017-000	JIMENEZ FUENTES ROGELIO & JIMENEZ SELENE	1245 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-018-000	MODESTO CITY OF	SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-019-000	VILLA ROGELIO ET AL	318 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-020-000	LLAMAS HILDA MARIA	314 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-021-000	MEZA ISIDRO	310 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-022-000	HOOVER ROBERT S JR TR ET AL	306 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-023-000	AGUAYO ISMALL	302 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-024-000	ORTEGA RODOLFO ET AL	226 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-025-000	GUDINO FRANCISCO & GUDINO GUADALUPE	222 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-026-000	MODESTO CITY SCHOOL DIST	0 SCHOOL & 0 BOWIE AVE	MODESTO CA 95351	$ 52.21
038-029-027-000	VANKIRK VENOY & ET UX	0 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-028-000	VANKIRK VENOY V TRS & VANKIRK MARJORIE H	206 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-029-000	VANKIRK VENOY V TRS & VANKIRK MARJORIE H	202 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-030-000	VANKIRK BLONDELL TR	128 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-033-000	AGUILERA CONNIE HEIRS OF	116 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-029-034-000	VIRK DAVINDER S & SARBJIT TRS	1230 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-035-000	GARCIA JOSE & SOFIA TRS	1238 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-036-000	SERRANO VICTOR & GUADALUPE	1246 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-037-000	MARTIN WILLIAM R TRS & MARTIN JUDITH L	117 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-038-000	MARTIN WILLIAM R TRS & MARTIN JUDITH	0 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-039-000	GARIBAY MARIA DE JESUS	125 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-040-000	GARCIA ROBERTO P ET AL	129 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-041-000	ARNETT SANDRA JEAN ET AL	201 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-042-000	TORRES SOTO A & GALVAN OFELIA FLORES	205 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-043-000	HERNANDEZ ASCENCION & LUCIA	209 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-044-000	CASTILLO ALMA	215 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-045-000	DURAN GLORIA M	221 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-046-000	DIAZ RODRIGO	225 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-047-000	BARAJAS JOSE & BARAJAS MARIA	229 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-048-000	JIMENEZ ANTONIO F & JIMENEZ TERESA F	301 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-049-000	PULIDO JOSE O ET AL	305 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-050-000	ACEVES ANGEL & ACEVES ELVA	309 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-051-000	LOPEZ NESTOR	313 BAROZZI AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-029-052-000	CASTILLO MARIA	317 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-053-000	GARIBAY ISMAEL	321 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-054-000	MARTINEZ ANTONIO & MARTINEZ GEORGINA M	1305 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-055-000	CALDERON LUIS & VIRGINIA CACHU	1309 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-029-056-000	PEREZ LETICIA M	332 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-057-000	MARTINEZ SALVADOR ET AL	318 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-058-000	BRISENO JOSE & CAMACHO MINERVA ROSA	314 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-059-000	MENDOZA GILBERTO	310 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-060-000	CALDERON MANUEL ET AL	306 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-061-000	GOODRICH PATRICIA A	302 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-062-000	LOPEZ NICOLAS	230 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-063-000	GARCIA FELIPE O & GARCIA CHRISTINA	226 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-064-000	GARCIA MARIO A & GARCIA MARY G	222 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-065-000	JIMENEZ PETRA	218 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-066-000	SOTO RAUL	214 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-067-000	MORENO MARTIN DE SANTIAGO & MARISOL	210 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-068-000	JAUREGUI JESUS	206 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-069-000	ALVARADO SALVADOR & ALVARADO MARIA E	202 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-070-000	NELSON MARY E ET AL	128 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-071-000	MARTIN JUDITH L TR	0 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-072-000	BONILLA MARTIN ADALBERTO	120 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-073-000	ESPINDOLA ROSARIO T	116 BAROZZI AVE	MODESTO CA 95351	$ 52.21
038-029-074-000	FELIX RAFAELA	1304 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-075-000	FELIX RAFAELA	1312 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-029-076-000	TAYLOR BENNIE W JR ET AL	120 SCHOOL AVE	MODESTO CA 95351	$ 52.21
038-030-001-000	EL DORADO MARKET INC	1104 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-030-002-000	CHRIST FREE CHRISTIAN FELLOWSH	110 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-003-000	EL DORADO MARKET INC	1108 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-030-004-000	MODESTO CITY SCHOOLS	0 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-005-000	MODESTO CITY SCHOOLS	116 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-006-000	MODESTO CITY SCHOOLS	120 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-007-000	CH GOD OF	124 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-010-000	BECERRA REFUGIO & ARMAS BENIGNA	208 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-011-000	BECERRA REFUGIO E & ARMAS BENIGNA	212 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-013-000	GALVAN ROBERTO	228 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-015-000	RIOS HENRY V & RIOS LYDIA F	304 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-016-000	CARDENAS VIDAL R CARDENAS SOCORRO	308 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-017-000	VIDINOV CRISOFORO R	312 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-018-000	GARCIA FRANCISCO J	316 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-019-000	KETNER ET AL VERA W	320 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-021-000	CAMARGO LAURA A ET AL	1113 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-030-022-000	SALDANA JUAN A & ET UX	329 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-023-000	SHERMAN DAVID H TR	325 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-024-000	MORENO CARLOS & MORENO EVA	321 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-025-000	MURILLO ARMANDO & AREVALO CONSUELO	317 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-026-000	LUNA JOSE GUADALUPE JR	313 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-027-000	MURILLO SUSANA	309 CROCKETT AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-030-028-000	GOMEZ REFUGIO	305 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-029-000	VENEGAS-BENDEJAS EVANGELINA	301 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-030-000	MURILLO SUSANA	253 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-031-000	MECCA DIANE MARIE	229 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-032-000	CARRERA ZOILO & IRMA	225 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-033-000	RAM RAMANAT	1120 DOWIE AVE	MODESTO CA 95351	$ 52.21
038-030-034-000	O DANIEL DANNY LLOYD JR	220 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-035-000	NAVARRO FRANCISCO & NAVARRO ROSA O	224 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-036-000	LUNA JESUS	228 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-037-000	LUNA FRANCISCO ET AL	232 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-038-000	LUNA JUAN E & ET UX	300 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-039-000	KINGSTON PATTI CAINE ET AL	304 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-040-000	MARTINEZ MOISES ET AL	308 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-041-000	LUNA CARLOS & LUNA LETICIA	312 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-042-000	GONZALEZ MANUEL	316 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-043-000	MEDINA HER BEATO	320 CROCKETT AVE	MODESTO CA 95351	$ 52.21
038-030-044-000	MENDOZA ERIKA NUNEZ	1211 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-030-046-000	GARZA JOSE ROMERO & GARZA ROSA E	232 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-047-000	LINARES FELIPE P & LINARES MARTHA A	300 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-048-000	CH GOD OF	200 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-049-000	ROMERO ROSALVA L	220 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-050-000	PARSONS JOSEPH J TR	224 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-051-000	REYES JOSE G	326 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-030-052-000	MELGOZA CRISTOBAL & ANITA	328 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-001-000	RAMIREZ FERNANDO	930 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-002-000	RAMIREZ FERNANDO	938 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-003-000	AGUILERA SALVADOR	117 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-004-000	MENDEZ LOURDES	125 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-005-000	SCRUGGS JOSEPH M & LINDA J TRS	129 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-006-000	FAJARDO JOSEPH JR	201 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-007-000	PADILLA FRANCISCO C & PADILLA MARIA E	205 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-008-000	RODRIGUEZ RUBEN GARZA & ROSEMARY	209 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-009-000	GARCIA IRMA	213 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-010-000	GOOLSBY STEVEN W ET AL	217 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-012-000	GOOLSBY WAYNE R	229 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-013-000	INIGUEZ JORGE S	233 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-014-000	CALVAN MARIA ANGELITA	303 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-015-000	FRANCO JOSE A & FRANCO HORTENCIA P	305 PUEBLO	MODESTO CA 95351	$ 52.21
038-031-016-000	SALGADO REFUGIO ET AL	309 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-017-000	LEWIOL	313 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-018-000	MERRIWETHER SANDY Y	317 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-019-000	GUZMAN JULIAN M & MOTA-GUZMAN DELIA	321 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-020-000	ESPINOZA LAZARO	325 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-021-000	TORRES MARGARITO M	921 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-031-022-000	MADRIGAL GUILLERMO ET AL	1007 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-031-023-000	GILMORE DANIEL	324 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-024-000	MENDOZA FRANCISCO T & MENDOZA IRMA A	320 PUEBLO AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-031-025-000	CARDENAS JESUS ET AL	316 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-026-000	FUNK MARIA	312 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-027-000	ROBBINS JAMES P & ROBBINS PATRICIA C	308 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-028-000	CASTRO RAYMOND & CASTRO MARTHA E	304 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-029-000	GALVIN JOSE J	300 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-030-000	SIGALA STEVE & TERESA	232 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-031-000	PENDLEY CLAY	228 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-032-000	ESCOBEDO MICHEO	224 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-033-000	AESHER GLOBAL INVESTMENTS INC	220 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-034-000	AESHER GLOBAL INVESTMENTS INC	220 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-035-000	CARRERA ACUSTIA	212 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-036-000	SIGALA STEVE & TERESA	208 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-037-000	MADRIGAL RAFAELA	204 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-038-000	DOVIDA JOSE LUIS	200 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-039-000	LARA CONSUELO M	128 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-040-000	PEDAYO MARYLU	124 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-041-000	DEA BILLY & FRANCES Y	120 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-042-000	KERRAN DAN G	116 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-045-000	GUAJARDO HECTOR	1030 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-046-000	GUAJARDO HECTOR	1014 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-047-000	PORRAS SIXTO	1004 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-048-000	LOZANO SANDRA LUZ SUAREZ	117 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-049-000	FLORES MIGUEL ANGEL	121 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-050-000	REYNOSO JORGE	125 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-051-000	CENTENO MARIA	129 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-052-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA	201 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-053-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA Z	205 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-054-000	BETTENCOURT EUGENE	209 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-055-000	MENDEZ LOURDES	213 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-056-000	YEREMENKO ALEKSANDR	221 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-057-000	LOTT ROBERT L & ET UX	225 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-058-000	FLORES ADRIANA	229 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-059-000	FLORES ADRIANA	233 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-060-000	GARZA ESPERANZA	301 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-061-000	GARZA JOAQUIN J JR & GARZA GRACIELA	305 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-062-000	GARZA JOSE ROBERTO & GARZA ROSA E	309 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-063-000	MENDEZ LOURDES	313 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-064-000	GARZA JOSE ROBERTO & ROSA E	317 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-065-000	GARZA JOSE R & GARZA ROSA E	321 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-066-000	GOMEZ JUSTINO	325 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-031-067-000	GOMEZ JUSTINO & GOMEZ MARTINA	1019 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-031-068-000	DICKENS KATHERINE L TR	1002 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-031-069-000	JOHNSON DAVID T & JOHNSON LAVINDA C	221 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-031-070-000	CASTILLO RUBEN & CASTILLO M MAGDALENA	225 PUEBLO AVE	MODESTO CA 95351	$ 52.21
038-032-002-000	MENDOZA ROBERTO & LIVIER	924 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-032-003-000	GORDO BRUCE ANTHONY	132 PECOS AVE	MODESTO CA 95351	$ 52.21
038-032-004-000	GARCIA FERNANDO	208 PECOS AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-032-006-000	CORTEZ EDDIE T	101 RITA CT	MODESTO CA 95351	$ 52.21
038-032-007-000	CORTEZ EDDIE T	105 RITA CT	MODESTO CA 95351	$ 52.21
038-032-008-000	ZENDEJAS ZENAIDA	109 RITA CT	MODESTO CA 95351	$ 52.21
038-032-009-000	INIGUEZ BERNARD ET AL	113 RITA CT	MODESTO CA 95351	$ 52.21
038-032-010-000	INIGUEZ ISMAEL & INIGUEZ MARIA G	117 RITA CT	MODESTO CA 95351	$ 52.21
038-032-011-000	ASCENCIO MARTIN G ET AL	122 RITA CT	MODESTO CA 95351	$ 52.21
038-032-012-000	WHITE GARY L & WHITE MARY	118 RITA CT	MODESTO CA 95351	$ 52.21
038-032-013-000	BRIONES GUADALUPE	114 RITA CT	MODESTO CA 95351	$ 52.21
038-032-014-000	YOUNG RUTH	110 RITA CT	MODESTO CA 95351	$ 52.21
038-032-015-000	CERVANTES JUANA LAURA ROSAS	106 RITA CT	MODESTO CA 95351	$ 52.21
038-032-016-000	INIGUEZ BERNARD ET AL	102 RITA CT	MODESTO CA 95351	$ 52.21
038-032-018-000	LOMBERA OMECINO V ET AL	109 LITA CT	MODESTO CA 95351	$ 52.21
038-032-019-000	TANAKA TAD TADASHI TRS & TANAKA EVA WONG	113 LITA CT	MODESTO CA 95351	$ 52.21
038-032-020-000	ALVAREZ JUAN & ALVAREZ SOCORRO	117 LITA CT	MODESTO CA 95351	$ 52.21
038-032-021-000	FLORES PEDRO & ET UX	122 LITA CT	MODESTO CA 95351	$ 52.21
038-032-022-000	MALDONADO MARIO	118 LITA CT	MODESTO CA 95351	$ 52.21
038-032-023-000	FERNANDEZ JESUS M	114 LITA CT	MODESTO CA 95351	$ 52.21
038-032-024-000	TANAKA TAD TADASHI TRS & TANAKA EVA WONG	110 LITA CT	MODESTO CA 95351	$ 52.21
038-032-027-000	SAMRAN SOWAN	913 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-032-028-000	WILLIAMS MARTHA ET AL	917 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-032-031-000	WONG ERNEST H & KEOLEO ANNE L TRS	106 LITA CT	MODESTO CA 95351	$ 52.21
038-032-032-000	SAMRA GURMIT	105 LITA CT	MODESTO CA 95351	$ 52.21
038-032-033-000	PENALOZA FRANCISCO M	220 PECOS AVE	MODESTO CA 95351	$ 52.21
038-032-034-000	SOLORIO DANIEL SR & SOLORIO SHERRY A	214 PECOS AVE	MODESTO CA 95351	$ 52.21
038-032-036-000	GARCIA MARIANO & GARCIA ELVA	328 PECOS AVE	MODESTO CA 95351	$ 52.21
038-032-037-000	VALENCIA HAMBERTA M	909 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-032-039-000	MENDOZA ROBERTO & LIVIER	960 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-032-040-000	STANISLAUS COUNTY OF	0 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-003-000	MENDOZA ROBERTO & LIVIER	105 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-004-000	MENDOZA ROBERTO & LIVIER	121 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-005-000	SUMPTER HENRY C III	127 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-006-000	NAVARRO RAMON H & JUSTINE	201 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-007-000	TUCKER KRISTY	209 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-008-000	CORTEZ ED	215 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-009-000	GILMORE DANIEL A	225 PECOS AVE	MODESTO CA 95351	$ 52.21
038-033-011-000	MENDOZA ROBERTO & LIVIER	109 PECOS RD	MODESTO CA 95351	$ 52.21
038-033-012-000	MENDOZA ROBERTO & LIVIER	854 CROWS LANDING RD	MODESTO CA 95351	$ 52.21
038-035-002-000	RIVERA CONSUELO B	912 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-003-000	DUONG SUNSHINE & WEBB NICHOLAS E	916 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-004-000	LOPEZ MARTIN & PATRICIA	920 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-005-000	NINO ALBERT AGUIRRE	924 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-006-000	GILL RUPINDER K	928 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-007-000	DIAZ RAYMOND	932 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-008-000	BRINKMAN LORIANN TR	936 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-009-000	DEL VALLE ROCIO	1002 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-010-000	PATINO EZERETH	1006 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-011-000	SMG DEVELOPMENT LLC ET AL	1010 SANTA FE AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-035-012-000	KEM SOKHOM & VANTHA TRS	1014 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-015-000	SIKKA SATISH ET AL	1028 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-035-016-000	CHEENU LLC	1029 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-017-000	PERDUE GARY LYN	1023 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-018-000	HERNANDEZ MARIA G ET AL	1019 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-019-000	MURILLO GUILLERMINA	1015 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-020-000	VIANA OSWALDO F	1011 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-021-000	TOVAR MANUEL & ROSIE	1007 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-022-000	HERNANDEZ MANUEL & HERNANDEZ MARIA	1001 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-023-000	DIAZ RODRIGO	937 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-024-000	GIL RICARDO	933 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-025-000	SHARMA RAJIV & MRIDULA	929 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-026-000	ESCALANTE OSCAR	925 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-027-000	DE LA TORRE MIGUEL ET AL	921 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-028-000	PADILLA JAIME & ROSE FONSECA DE	917 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-029-000	VELASQUEZ ERIK NUVAREZ	913 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-030-000	HERNANDEZ ANTONIO & GUADALUPE	412 PECOS AVE	MODESTO CA 95351	$ 52.21
038-035-032-000	ANGLIN JAMES JR & ET UX	916 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-033-000	ANGLIN JAMES R & ANGLIN ALETA M	920 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-034-000	ANGLIN JAMES JR & ET UX	924 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-035-000	R RENTALS LLC	928 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-036-000	GARCIA RAMON & ET UX	932 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-037-000	PIMENTAL JOSE AGUILAR & ENEDELIA A	936 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-038-000	MACEDO ENRIQUE	1002 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-039-000	OLIVERA EMETERIO R ET UX	1006 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-040-000	KAUR MANJIT	1010 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-041-000	CHAVEZ MANUEL G & ET UX	1014 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-042-000	BARRAGAN JOHN J & LETICIA R	1018 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-043-000	GOMEZ LETICIA ET AL	1024 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-044-000	SANTANA ELSA	505 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-035-045-000	VASQUEZ ALFREDO & ET UX	1029 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-046-000	BARRAZA ALFONSO LEON	1025 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-047-000	KEM SOKHOM & VANTHA TRS	1021 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-048-000	CALDERON PEDRO & CALDERON MARIA DE LOURDES	1019 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-049-000	TORRES JOSE	1017 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-050-000	RAMIREZ AGUSTIN JR	1007 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-051-000	NAVARRETE JAVIER	1005 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-052-000	SALDANA HILARIO	1001 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-053-000	GARZA JOSE ROBERTO & ROSA ELENA	935 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-054-000	GARZA JOAQUIN JR	931 MAIN ST	MODESTO CA 95351	$ 52.21
038-035-055-000	JONES RICHARD J	927 MAIN ST	MODESTO CA 95351	$ 52.21
038-035-056-000	SANCHEZ ANTONIO R & SANCHEZ MARIA	925 MAIN ST	MODESTO CA 95351	$ 52.21
038-035-057-000	PERKINS STEVEN A & ELSSY E	919 MAIN ST	MODESTO CA 95351	$ 52.21
038-035-058-000	ALEMAN MARIA HEIRS OF ET AL	1020 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-035-059-000	DAVIS MIKE & SHERYL	930 PECOS	MODESTO CA 95351	$ 52.21
038-035-062-000	GALVAN ALICIA	912 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-035-063-000	BELTRAN AMPARO	908 SANTA FE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-035-004-000	MONTES CARLOS A & MONTES GUADALUPE C	1018 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-001-000	GOMEZ JUSTINO & GOMEZ MARTINA	1104 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-002-000	MULLINS GUY E JR	1106 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-003-000	MACIEL BENJAMIN & MARISELA JIM NP2	1110 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-004-000	GOMEZ JUSTINO & GOMEZ MARTINA	1114 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-005-000	GOMEZ JUSTINO & GOMEZ MARTINA	1118 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-006-000	ALEMAN ARMANDO ET AL	1124 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-036-007-000	ARREGUIN PABLO & ARREGUIN ESTHER	405 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-008-000	MOTA NAVARRO IGNACIO & GUTIERREZ DE MOTA TERESITA	409 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-009-000	PEREZ JOSE & PEREZ OTILIA	413 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-010-000	MEDINA MARIA CECILIA HUERTA	417 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-012-000	GARZA ESPERANZA	1117 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-013-000	SAMRAN SOHAN	1113 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-014-000	GUTIERREZ ALEJANDRO LEON	1109 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-015-000	GOMEZ JUSTINO	1105 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-016-000	MULLINS GUY EUGENE JR	1101 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-017-000	KUESTER CHRISTIAN F & DORIS J	1102 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-018-000	ALVARA GONZALO & MARISELA	1106 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-019-000	LOPEZ FRANCISCO M & LOPEZ DELIA T	1110 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-020-000	ARROYO RAFAEL & ALMA PATRICIA	1114 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-021-000	GALLEGOS SIMONE C	1118 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-036-022-000	GOMEZ ESTELLA A	501 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-023-000	HIGH ROBERT A & JANET L TRS	503 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-024-000	GARCIA JUAN M & BLAKE ALMA D	507 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-025-000	PADILLA ANGEL GAIL ET AL	509 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-026-000	MENDOZA AGUSTIN	517 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-027-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	1125 BOULDER	MODESTO CA 95351	$ 52.21
038-036-028-000	WALLACE DANNY L & WALLACE ESTHER G	1119 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-029-000	JOHNSON BRYANT	1113 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-030-000	AMADOR OLIVER RAY	1109 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-031-000	MC HAM JOHN & MISTY	1105 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-032-000	CHRISTIANSEN JON FREDERICK	1101 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-033-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	502 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-036-034-000	GROKHOLSKY YURY	1114 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-035-000	ZABALZA RUBEN JR	1118 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-036-036-000	SOLANO MIGUEL ANGEL LOPEZ	601 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-037-000	MONTIEL GUADALUPE	605 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-038-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	613 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-039-000	AZEVEDO DANIEL ROBERT ET AL	1117 MAIN ST	MODESTO CA 95351	$ 52.21
038-036-040-000	WILSON CLIFFORD & WILSON LILA P	1113 MAIN ST	MODESTO CA 95351	$ 52.21
038-036-041-000	OLVERA DAVID R	606 EL PASO AVE	MODESTO CA 95351	$ 52.21
038-036-042-000	AGUILAR ENDELIA ET AL	425 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-036-043-000	LEDEZMA LOURDES	421 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-001-000	MENENDEZ ESTELA	921 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-037-004-000	VASQUEZ JOSE A	1329 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-005-000	DIAZ NOE	1325 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-006-000	LOPEZ ENRIQUETA P & ANTONIO	1321 BOULDER AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-037-007-000	RIVERA LILIA R	1317 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-008-000	AVILA MIGUEL A	1313 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-009-000	GUTIERREZ GUADALUPE	1309 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-010-000	PEREZ VICENTE & EVANGELINA	1305 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-011-000	GONZALEZ YOLANDA V	1301 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-012-000	ROMERO ADRIAN	1245 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-013-000	GOMEZ LUIS SR & GOMEZ JUANA	1241 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-014-000	GARZA JOAQUIN JR	1237 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-015-000	ASCENCIO MIGUEL G & ASCENCIO HERMELINDA F	1233 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-016-000	KAUR MANJIT	1220 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-017-000	GARZA ESPERANZA	1225 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-018-000	DUONG SUNSHINE NHU & WEBB NICHOLAS E	1221 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-019-000	MAI MICHAEL	1217 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-037-020-000	CONTRERAS RICARDO	528 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-021-000	RODRIGUEZ AZUCENA	522 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-022-000	GARCIA MARIBEL	518 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-023-000	GALVAN ROBERTO & GALVAN EMMA	514 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-024-000	OLNOA GEORGE	510 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-028-000	MODESTO CITY OF	0 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-029-000	GALVAN ROBERTO & EMMA	1226 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-032-000	RIVERA JESUS & RIVERA MARIA C	1234 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-033-000	PELAYO OSCAR	1238 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-034-000	PELAYO OSCAR	1242 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-035-000	LOPEZ VICTORIANO A & ET UX	1246 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-036-000	PEREZ AURELIO & PEREZ MARIA ROCIO	1302 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-037-000	PELAYO ARTURO & PELAYO EDELMIRA S	1306 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-038-000	ESTRADA MARIA ELENA	1310 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-039-000	VASQUEZ APOLINAR	1316 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-040-000	OSUNA ANTONIO V HEIRS OF	1318 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-041-000	OSUNA ISIDRA	1322 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-042-000	RIOS HENRY V & RIOS LYDIA F	1326 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-043-000	GARZA JUAN P	1330 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-044-000	GARZA JUAN PABLO	1334 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-045-000	CHOUDERY TARIQ & FARZANA TRS	1336 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-046-000	GARZA JUAN MARIO	511 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-037-047-000	TEMPLO ROSA DE SARON	421 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-037-048-000	PADILLA BENJAMIN G	1373 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-049-000	GARCIA ELPIDIO	1329 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-050-000	HORN ADELLA R	1325 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-051-000	COELAZO GILDARDO A & CHAVEZ ROCIO	1321 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-052-000	ZIRAVENO REFUGIO & MARIA	1317 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-053-000	ANGLIN JAMES JR & ET UX	1313 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-054-000	MORENO MANUEL & DE LA TORRE HILDA	1309 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-057-000	VU TOM TR	1245 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-058-000	PARTLEY WILLA M EST OF	1241 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-059-000	VASQUEZ JOSE ATILIO	1237 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-060-000	LOVELL GILBERT D A	1233 ALAMO AVE	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-037-061-000	WINTERS HERMAN C & SHIRLEY J TRS	1229 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-062-000	ORTEGA ANGELA	1225 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-063-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA	1221 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-064-000	PEREZ LUISA ET AL	1217 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-065-000	GONZALEZ JORGE AYALA & AYALA PETRA	1209 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-066-000	ROMERO ALFIO S & ROMERO FRANCISCA	422 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-067-000	DE LEON HECTOR S	418 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-068-000	CHAVEZ JOHNY LOPEZ ET AL	414 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-069-000	RIOS JUVENTINO	410 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-070-000	SANDHU PARAMVEER	406 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-037-071-000	GARCIA VERONICA C	1228 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-072-000	TELLECHEA LORENZO JR & TELLECHEA JOSEFINA B	1222 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-073-000	HENDRIX GUYLAND J	1226 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-074-000	MARTINEZ MARIA DE JESUS ET AL	1230 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-075-000	DE LA TORRE HUGO	1234 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-076-000	NINO ARTURO	1242 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-077-000	DE LA RIVA JOEL	1246 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-078-000	ROMO MARTIN & ROMO ANA LUZ	1302 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-079-000	DECCA INVESTMENT GROUP LLC	1306 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-080-000	RASBERRY MILTON ET AL	1310 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-081-000	SOTO MARY ET AL	1314 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-082-000	MY COMMUNITY LLC	1318 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-083-000	COX CLEBOUS E	1322 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-084-000	DEA BILLY & FRANCES	1326 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-085-000	GUILLEN LUIS MARIO	1330 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-086-000	NORTH CAL INVESTORS LLC	1334 SANTA FE AVE	MODESTO CA 95351	$ 52.21
038-037-087-000	TEMPLE BAUTISTA ROSA DE SARON INC	411 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-037-088-000	CH ASAMBLEAS DE DIOS BUEN SAMA	525 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-037-089-000	KURGAS FELIPE	1230 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-090-000	RANGEL JAVIER & MARIA	1301 ALAMO AVE	MODESTO CA 95351	$ 52.21
038-037-091-000	BIBLE WAY TABERNACLE INCORPORATION	507 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-038-001-000	CONTRERAS PEDRO	611 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21
038-038-002-000	JIMENEZ VICTOR ET AL	1333 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-003-000	FLORES AGUSTIN & FLORES IRENE M	1329 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-004-000	TURNER REBECCA	1325 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-005-000	TURNER REBECCA	1321 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-006-000	AMEZQUITA OLIVIA & IGNACIO	1317 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-007-000	ARREQUIN PABLO	1313 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-008-000	ARREQUIN PABLO	1309 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-009-000	GRADILLA ANTONIO & URSULA PIEDAD	1305 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-010-000	GRANADOS JACINTO ET AL	1301 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-011-000	GARZA JOAQUIN JR	1245 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-012-000	ROMERO BAUDELIO SR ET AL	1241 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-013-000	GOMEZ IGNACIO & MARIA GUADALUPE	1237 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-014-000	COLON EMMANUEL BRUNO	1233 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-015-000	MONDRAGON BENJAMIN S	1229 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-016-000	DAWSON SALLY L	1225 MAIN ST	MODESTO CA 95351	$ 52.21

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2014-15 ASSESSMENT
038-038-017-000	SILVA RITA D	1221 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-018-000	GARCIA JUAN MANUEL	1217 MAIN ST	MODESTO CA 95351	$ 52.21
038-038-019-000	LEW JOE	614 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-038-020-000	RODRIGUEZ FEDERICO	610 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-038-021-000	CASTRO GUILLERMO	606 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-038-022-000	CH APOST ASBY FEH CHRIST JESUS	602 BROADWAY AVE	MODESTO CA 95351	$ 52.21
038-038-023-000	CORTEZ ANTONIO	1214 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-024-000	LINARES ANA & MARCOS C	1218 BOULDER	MODESTO CA 95351	$ 52.21
038-038-025-000	BARAJAS JAVIER & IRMA N	1222 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-026-000	NAVARES CARLOS M & ET UX	1226 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-027-000	GONZALEZ JESUS & GREGORIA	1230 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-028-000	CASILLAS HUMBERTO & MARIA	1234 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-029-000	DIAZ R RAFAEL & DIAZ MA INEZ	1238 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-030-000	BARRON JOSE F & BARRON DOLORES M	1242 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-031-000	VELASQUEZ PEDRO ET AL	1246 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-032-000	RIOS AURELIO ET AL	1302 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-033-000	COIA LUZ ELENA CHAVEZ DE	1306 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-034-000	AL-SUMERI FAHMI	1310 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-035-000	SANDOVAL XOCHI	1314 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-036-000	LOPEZ MARTHA	1318 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-037-000	CHAVEZ JOSE & CHAVEZ ANA M	1322 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-038-000	AGUILAR FELIPE	1326 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-039-000	MANZELOS ISRAEL	1330 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-041-000	WALL CHARLES PHILLIP TR	1334 BOULDER AVE	MODESTO CA 95351	$ 52.21
038-038-042-000	WALL CHARLES PHILLIP TR	603 RIO GRANDE AVE	MODESTO CA 95351	$ 52.21

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-253

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 OF SECTION 19-3-9 OF THE ZONING MAP OF THE CITY OF MODESTO FROM PROFESSIONAL OFFICE ZONE, P-O, TO NEIGHBORHOOD COMMERCIAL ZONE, C-1, PROPERTY LOCATED AT 1645 W. ORANGEBURG AVENUE (MAI NGUYEN)

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, Ms. Mai Nguyen has proposed an amendment to Section 19-3-9 of the Zoning Map of the City of Modesto to rezone from Professional Office Zone, P-O, to Neighborhood Commercial Zone, C-1, property located at 1645 W. Orangeburg Avenue, 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 2014-07 ("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 June 4, 2014, 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 June 24, 2014, 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 "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 June, 2014, 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

Initial Study

EA/C&ED

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2014-07

For the proposed:

RZN-14-002: Rezone of 4,400 sq. ft. Lot at 1645 W. Orangeburg Avenue from Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone

DPR-14-004: Minor Development Plan Review Conversion and 234 sq. ft. Expansion of Existing 1,216 sq. ft. Office Building to Commercial Use

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

March 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 Rezone from Professional Office (P-O) Zone to Neighborhood Residential (C-1) Zone and Minor Development Plan Review for the conversion of an existing building at the rezone site from an office to commercial use ("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: RZN-14-002—Rezone of 4,400 sq. ft. Lot from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone, and DPR-14-004—Conversion of an existing 1,216 sq. ft. office building to commercial use.

B. Address or Location: 1645 W. Orangeburg Ave (APN 117-011-068)

C. Applicant: Mai Nguyen

D. City Contact Person: Katharine Martin, Associate Planner

Project Manager: Katharine Martin
Department: Community and Economic Development Department, Planning Division
Phone Number: 209-577-5267
E-mail address: kamartin@modestogov.com

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

F. Current Zoning Classification(s): Professional Office (P-O)

G. Surrounding Land Uses:

North: Neighborhood Commercial (C-1) Zone: Small Grocery Market, In-Line Retail Shops
South: Low Density Residential (R-1) Zone: Single-Family Residential
East: Low Density Residential (R-1) Zone: Single-Family Residential
West: Neighborhood Commercial (C-1) Zone: Gas Station

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 4,400 sq. ft. lot from Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone, property located in the Baseline Developed Area, with subsequent conversion of an existing 1,216 sq. ft. office on the lot to a commercial use. Conversion includes an expansion of 234 sq. ft. to the building, restriping of an existing parking area, and addition of a handicapped parking spot required by the Americans with Disabilities Act (ADA). Project is to allow for the establishment of a small take-out sandwich shop in the existing building. Current zoning of the surrounding commercial area to the north and west was established prior to the implementation of the City of Modesto Urban Area General Plan in 1974 and is considered to be a legal, grandfathered use. The establishment of the existing office building was by rezoning in 1976, in conformance to the adopted General Plan policies at the time related to the locational criteria of professional office uses. The project proposes a rezone as a minor upgrade of use to the existing building within the established non-residential zone, without further spatial expansion of said zone.

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

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	Associate Planner Title	March 24, 2014 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 are applicable to this project.

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:

(1-4, 6-7) The Modesto Urban Area General Plan assumed traffic generation which would be consistent with the type and intensity of uses that would be permitted by this rezoning. The rezoning is to allow for the conversion of an existing 1,216 sq. ft. office building on a 4,400 square foot lot within the Baseline Developed Area to a take-out sandwich shop, and the subsequent conversion would be required to adhere to applicable City of Modesto Zoning Ordinances for site access to and from the street.

(5) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. While parking requirements are typically based on square footage of restaurant dining room area or number of seats, in this case the parking is calculated by square footage of overall area on a retail use basis as it is to be a take-out only establishment with no interior or exterior dining area. Staff has determined that the provision for four parking spaces is sufficient for the use.

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-40, AQ-44, AQ-46 and AQ-49 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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for

the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would not exceed emissions thresholds established by the SJVUAPCD, and is consistent with the development standards for a commercial use as established by the General Plan.

(2) The subsequent office conversion will be required to adhere to applicable City Zoning Ordinances, Standards, and applicable best management practices during the construction process.

(3-5) The rezone 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 commercial 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 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-1 and N-2 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 for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be required to adhere to the City's noise ordinance.

(2-4) The subsequent commercial 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 commercial use. Any increase in ambient noise levels would be construction-related and temporary in the process of conversion of the existing office to a sandwich shop.

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 new or additional mitigation measures or alternatives are required.

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) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would not be inconsistent with the General Plan's policies relating 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 are applicable to this project.

c. Project-Specific Effects

Section V-5.8 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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be consistent with the General Plan's policies relating to water supplies.

(2) Water demand for the subsequent conversion would not exceed estimates for a project of similar uses.

(3) The proposed rezone and subsequent conversion of an office building to a sandwich shop would not deplete groundwater or interfere with groundwater recharge. The site plan proposes to remove existing pavement to the rear of the building and replace with a rock basin that would handle rainwater runoff from the site.

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 are applicable to this project.

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 for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be consistent with the General Plan's policies relating to wastewater and conform to applicable City Zoning Codes and Standards.

(2) The project would not generate sewage flows greater than estimates for a project of similar uses.

(3) 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 are applicable to this project.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be required to adhere to applicable City Zoning Codes and Standards.

(2-4) The project site is located within the Baseline Developed Area of the City and is therefore completely surrounded by developed urban area. 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.

(5-6) The proposed rezone and conversion of the existing office building 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 are applicable to this project.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be required to adhere to applicable City Zoning Codes and Standards.

(2-3) The project would not demolish the existing office building, which was built in 1950. The project does propose the addition of 234 square feet to the rear of the building, for the installation of a commercial kitchen. No other alteration to the building is proposed.

(4-5) The site is not listed on any register of historic places, nor is eligible for listing. The project would not cause a conflict with City policies related to 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-7 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) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be required to adhere to applicable City Zoning Codes and Standards.

(2-4) The project would utilize an existing office building with a 234 square foot addition to the building, and repave a portion of the existing parking area to the rear. An existing landscape area at the rear of the building would be utilized for storm water retention and infiltration.

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:

No mitigation measures are applicable to this project.

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:

(1-2) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The subsequent conversion would be required to adhere to applicable City Zoning Codes and Standards, and would not be inconsistent with flooding and water quality policies in the City's General Plan.

(3-4) The project would convert an existing office building to a commercial use. The site is outside of the 100-year flood zone as defined by the FEMA 2008 Flood Insurance Rate Maps (FIRM).

(5-8) The project would be required to adhere to applicable City Standards.

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 are applicable to this project.

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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with parks and open space policies in the General Plan.

(2) The site is within an urbanized area and would not eliminate a park or open space.

(3) The project would convert an existing office building to a commercial use, and would not cause an increase in the use of existing parks or recreational areas. The project was referred to the City's Parks, Recreation and Neighborhoods Department, who indicated no concerns.

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 are applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with parks and open space policies in the General Plan.

(2) The project would convert an existing office building to a commercial use, and would not cause an impact on schools. The project was referred to Modesto City Schools, who indicated no concerns.

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 are applicable to this project.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
performance objectives.				

Discussion:

(1) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to police services.

(2) The project would not cause an impact on police services.

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 are applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to fire services.

(2-3) The project would convert an existing office building to a commercial use, and would not cause an impact on fire services. The project was referred to the Modesto Regional Fire Authority, who indicated no concerns.

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 applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would be required to adhere to City Standards related to solid waste handling.

(2) The project was referred to the City's Parks Recreation and Neighborhoods Department, who indicated no serious concerns with the project. The project will be required to install a trash enclosure with recycling 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 applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to hazardous materials.

(2) The project would not emit hazardous materials, substances or waste.

(3) The project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

(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 are applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to geology, soils and mineral resources.

(2) The project would not be located on soil that is unstable, or that would become unstable as a result of the project.

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 are applicable to this project.

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:

(1-2) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to energy. The conversion project would be required to adhere to City Zoning Codes and Standards and current state building codes for installation and use of electrical and gas utilities.

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 are applicable to this project.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.				

Discussion:

(1-3) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project site is within a densely urbanized area and would not degrade views from a riverside area or park.

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 are applicable to this project.

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 consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project site is within a densely urbanized area and would not be inconsistent with General Plan policies related to land use and planning.

(2) The site is surrounded by urban uses. The project would not divide an established community.

(3) The project does not represent a conflict with any 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 project site is not subject to any habitat conservation plan or natural community conservation plan.

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 are applicable to this project.

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:

(1-3) The project consists of a rezone for a 4,400 square foot lot in the Baseline Developed Area from the Professional Office (P-O) Zone to Neighborhood Commercial (C-1) Zone to allow for the conversion of an existing 1,216 sq. ft. office building to a take-out sandwich shop. The project would not be inconsistent with General Plan policies related to climate change, nor cause an increase in vehicle trips or vehicle emissions higher than what is assumed in the General Plan for a commercial use.

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-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 the use.

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-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.

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), piledriving 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.

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-7: New development shall comply with City requirements for conveyance, retention and detention. New development shall include onsite storage of Stormwater as necessary. Rockwells shall not be allowed for new development except at infill areas smaller than three acres where no other feasible alternative is available.

Flooding and Water Quality:

N/A

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. 2014-254

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO POLICE OFFICERS' ASSOCIATION (MPOA) FOR THE RESTRUCTURING OF RETIREE MEDICAL SICK LEAVE CONVERSION PROGRAM AND AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES AND CITY MANAGER TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT

WHEREAS, it is the desire of the City to make structural change to the City's retiree sick leave conversion program to lower the City's unfunded actuarial accrued liability, and

WHEREAS, representatives of the CITY and the MPOA entered into good faith negotiations to develop alternative retiree medical benefits to the current retiree sick leave program in January 2013, and

WHEREAS, MPOA wishes to establish a defined contribution retiree medical benefit plan through Central Valley Retiree Medical Trust. MPOA acknowledges and agrees that they made the decision to sign a Joinder Agreement with the Central Valley Medical Trust independently and the City of Modesto makes no representations or warranties regarding the Plan or Trust, and

WHEREAS, the CITY and MPOA have reached agreement to amend the MOU regarding restructuring of retiree medical sick leave conversion program and incorporate a pilot sick leave/wellness program which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the Letter of Agreement shall provide modifications to Sections 12, 19, and 42 of the MOU which includes the following highlights:

SECTION 12. RETIREE HEALTH_. Effective July 1, 2014, the City will no longer offer retiree medical plans through City's group plans. Employees hired before January 1, 2011, upon retirement, may convert grandfathered sick leave only to Central Valley Retiree Medical Trust at the rate of eight (8) hours equals one month of contribution. The value of one month of contribution shall be frozen at non-Medicare retiree only $500; non-Medicare retiree + non-Medicare dependents $1,000; Medicare retiree only $250; Medicare retiree + Medicare spouse $500; retiree Medicare + spouse non-Medicare $750; retiree non-Medicare + spouse Medicare $750.

City will provide a contribution of $25.00 per month into Central Valley Retiree Medical Trust effective July 1, 2014. Beginning January 1, 2015, the City contribution shall increase annually through January 1, 2019, by an additional $10 per month, per employee each January. The defined City contribution shall be a maximum contribution of $75.00 per month by January 2019.

SECTION 19. SICK LEAVE_. Employees hired before January 1, 2011, shall have all accrued sick time transferred to a grandfathered sick leave bank effective June 30, 2014. All future sick leave earned on or after July 1, 2014 shall accrue in the employee's regular sick leave bank and not eligible for retiree conversion. There is no cash value to regular sick leave bank upon separation. When taking sick leave, employees with grandfathered sick leave banks shall utilize sick leave hours accrued on or after July 1, 2014 before utilizing hours from the grandfathered bank.

SECTION 42. PENDING ISSUES. Implement a pilot sick leave incentive/wellness program for the period of July 1, 2014 through June 29, 2015.

WHEREAS, the Council considered this matter at its meeting of June 24, 2014,

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 Modesto Police Officers' Association for a restructuring of retiree medical sick leave conversion program and authorizing the Director of Human Resources and City Manager to take the necessary administrative action to implement 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 June, 2014, 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:	Cogdill, Gunderson, 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. 2014-255

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, 2010 TO JUNE 30, 2014 TO CHANGE LANGUAGE IN SECTION 5, SPECIAL COMPENSATION AND SECTION 23, SPECIAL ASSIGNMENTS; AND AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES 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) expires on June 30, 2014, and

WHEREAS, representatives of the CITY and the MPOA have met and conferred in good faith concerning special pays and special assignments, 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. Field Training

A Police Officer or Police Detective on a 4/11 schedule, temporarily assigned to act as a Field Training Officer (FTO), while training a full-time Community Service Officer (CSO), Reserve Officer, or Police Officer for whom evaluation and training documentation is required, shall be effective from day one (1) of the assignment.

Effective July 7, 2009, the above referenced CTO shall be discontinued and a Police Officer temporarily assigned to act as a Field Training Officer (FTO), while training a full-time Community Service Officer (CSO), Reserve Officer, or Police Officer for whom evaluation and training documentation is required, shall be paid thirty dollars ($30.00) per day, effective from day one (1) of the assignment.

b. Special Assignments

With the exception of Detective I, when an officer is assigned to a special assignment as provided in Section 23.A, the Police Officer will be eligible for two percent (2%) special assignment pay.

SECTION 2. SPECIAL ASSIGNMENTS.

a. With the exception of Detective I, there shall be a five (5) consecutive year limit to the assignment of a Police Officer to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties. 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 before being assigned to another special assignment.

b. In the event an officer has fulfilled the maximum term limit and must vacate a special assignment, but the department has not received any interest from qualified applicants, the incumbent officer may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from qualified applicants during the one (1) year extension, the incumbent officer 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.

c. With the exception of the Detective I, there shall be a five (5) consecutive year limit to the assignment of a Police Officer to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties as assigned by the Chief or his/her designee. 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 before being assigned to another special assignment.

a. Detective I and Officers assigned to a special assignment are subject to a review of their previous annual evaluation prior to the beginning of their last consecutive year. The Detective I or Officer must show a "success" rating in the previous annual evaluation before approval by the Chief or his designee to complete the last consecutive year in the special assignment.

d. In the event an officer has fulfilled the maximum term limit and must vacate a special assignment, but the department has not received any interest from qualified applicants, the incumbent officer may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from qualified applicants during the one (1) year extension, the incumbent officer 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.

e. Detective I's are defined as Police Officers assigned to Investigations Division in the following details currently designated as:

1. Crimes Against Persons
2. Special Investigations
3. Crimes Against Property
4. Economic Crimes

f. Detective I assignments shall serve in a rotational assignment for a maximum of three (3) consecutive years with an automatic one (1) year extension with a "meets standard" evaluation. The ratio of Detective I to allocated Detective II positions (department-wide) shall not exceed one (1) Detective I to three (3) Detective II positions. Detective Trainees may be assigned responsibility of multiple case management.

WHEREAS, the Council considered this matter at its meeting of June 24, 2014,

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 and Section 23 of the Memorandum of Understanding which covers a term from July 1, 2010 through June 30, 2014, 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 June, 2014, by Councilmember Zoslocki, 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. 2014-256

RESOLUTION RESCINDING THE FISCAL YEAR 2014-2015 MODESTO REGIONAL FIRE AUTHORITY CONTRIBUTION OF $22,590,642 AND AMENDING THE FISCAL YEAR 2014-2015 CITY OF MODESTO OPERATING BUDGET TO INCREASE THE MODESTO FIRE DEPARTMENT GENERAL FUND OPERATING BUDGET BY $22,617,884 TO INCORPORATE THE MODESTO FIRE DEPARTMENT BACK INTO THE CITY OF MODESTO

WHEREAS, the Modesto Regional Fire Authority was dissolved by its governing board at its board meeting on June 11th, 2014 via a 3-0 vote by its board members, and

WHEREAS, this action will rescind the City's funding for the Modesto Regional Fire Authority for Fiscal Year 2014-2015 in the amount of $22,590,642 as a result of the approved dissolution that will be effective July 1, 2014, and

WHEREAS, this will increase the Modesto Fire Department's Fiscal Year 2014-2015 budget by $22,617,884 within the General Fund to incorporate the Fire Department back into the City's services.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the above actions to allow for the City of Modesto to fully reincorporate the Modesto Fire Department and bring the Modesto Fire Department to full operational status on its own.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of June, 2014 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 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-257

Print

RESOLUTION AUTHORIZING THE PURCHASE OF ONE JOHN DEERE 35G COMPACT EXCAVATOR FOR THE PUBLIC WORKS DEPARTMENT, WATER DIVISION, THROUGH THE FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) TO PAPE MACHINERY, FRENCH CAMP, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $58,114

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 compact excavator is a new add and is included in the FY 13/14 new vehicles and equipment list authorized by the City Manager, and

WHEREAS, the Water Division utilizes the compact excavator as part of the equipment necessary to meet the water meter installation program requirements. The meter installation crew has been renting an excavator/trailer combination to meet the schedule for the meter installations. The monthly rental cost is approximately $1,500, and

WHEREAS, this equipment is a new add for the meter installation crew as there will be continued need for a compact excavator throughout the meter installation project. This smaller unit will allow the crew to dig in confined areas and alley ways. The meter installation program is scheduled for completion by 2022, and

WHEREAS, the State of California, Department of General Services, went through a competitive bid process for the purchase of John Deere construction products and issued contract #4-08-23-0022A. The most responsive and responsible bidder that met the bid specifications was Pape Machinery, French Camp, CA. Pape Machinery was

awarded the California Multiple Award Schedules (CMAS) contract #4-08-23-0022A for John Deere construction products and is extending the CMAS 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 "accessing the terms" of the State of California CMAS contract is an efficient and effective way to purchase the one John Deere 35G compact excavator, 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 one John Deere 35G compact excavator by "accessing the terms" of the State of California CMAS contract with Pape Machinery, French Camp, CA, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds were budgeted in Fiscal Year 13/14, in the following appropriation unit: 4100-55110-57003. These appropriations will be rolled forward to fiscal year 14/15 to fund this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the purchase of one John Deere 35G compact excavator for the Public Works Department, Water Division, through the Fleet Services Division, by "accessing the terms" of a competitively bid contract with the State of California, Department of General Services, California Multiple Award Schedules (CMAS) to Pape Machinery, French Camp, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $58,114.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-258

Print

RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) HALF-TON PICKUP TRUCKS FOR VARIOUS DIVISIONS THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE COUNTY OF ALAMEDA, TO ALBANY FORD, ALBANY, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $93,102

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 four (4) half-ton pickup trucks are included in the FY 13/14 new vehicles and equipment list authorized by the City Manager, and

WHEREAS, all four (4) pickup trucks are replacement vehicles and 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 County of Alameda went through a competitive bid process for the purchase of vehicles and issued contract #10237 to Albany Ford. Albany Ford is extending the County of Alameda discount to the City of Modesto, and

WHEREAS, the Purchasing Division issued a Request for Quote to the local vendors. The local vendors responded that they could not provide competitive pricing. Taking advantage of this process and awarding a contract by "accessing the terms" of the County of Alameda contract is an efficient and effective way to purchase four (4) half-ton pickup trucks, 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 the one John Deere 35G Compact Excavator by "accessing the terms" of the County of Alameda contract with Albany Ford, Albany, CA, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds are budgeted in Fiscal Year 13/14, 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 four (4) half-ton pickup trucks for various Divisions through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the County of Alameda to Albany Ford, Albany, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $93,102.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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. 2014-259

RESOLUTION APPROVING THE ACCEPTANCE OF THE 2013 ASSISTANCE TO FIREFIGHTERS GRANT AWARD FOR PERSONAL PROTECTIVE EQUIPMENT AND AUTHORIZING THE FIRE CHIEF, OR HIS DESIGNEE, TO EXECUTE ALL GRANT-RELATED DOCUMENTS

WHEREAS, this grant funding will bring the Modesto Fire Department closer to full compliance with current National Fire Protection Association (NFPA) standards, and

WHEREAS, the grant will increase firefighter safety, and

WHEREAS, the required matching funds totals $10,179, and

WHEREAS, matched funds have already been budgeted and will result in future year cost savings for the City through reduced Personal Protective Equipment replacement needs in the next few fiscal year.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the acceptance of the 2013 Assistance to Firefighters Grant for Personal Protective Equipment.

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 Council of the City of Modesto held on the 1st day of July, 2014 by Council Member Lopez, 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:	Cogdill, Gunderson, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-260

Print

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF A ROBOTEX AVATAR III REMOTE CONTROL TACTICAL ROBOT AND ACCESSORIES, FOR MISSION REQUIREMENTS NEEDED BY THE MODESTO POLICE DEPARTMENT, TO ROBOTEX, INC., SUNNYVALE, CA; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $59,065

WHEREAS, the Modesto Police Department is in need of remote control tactical robot for mission requirements such as allow the clearing and inspection of areas deemed as hazardous without exposing law enforcement personnel to harm, and

WHEREAS, the robot can also be used in negotiations with barricade suspects or in hostage situations, and

WHEREAS, currently, RoboteX, Inc., Sunnyvale, CA, is the sole manufacturer and distributor of the RoboteX Avatar, 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 RoboteX Avatar III remote control tactical robot and accessories, for the mission requirements needed by the Modesto Police Department, to RoboteX, 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 a RoboteX Avatar III remote control tactical robot and accessories, to RoboteX, Inc., Sunnyvale, 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 $59,065.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-261

Print

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF A SPACESAVER HIGH DENSITY MOBILE STORAGE SYSTEM TO STORE PROPERTY TAKEN AS EVIDENCE AND STORED WITHIN THE EVIDENCE AND PROPERTY FACILITY, TO SYSTEMS & SPACE, INC., PLEASANTON, CA, FOR AN ESTIMATED TOTAL COST OF $111,554; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $111,554

WHEREAS, the Modesto Police Department is in need of a Spacesaver High Density Mobile Storage System to store property taken as evidence and stored within the Property and Evidence facility, and

WHEREAS, currently, Systems & Space, Inc., Pleasanton, CA, is the only certified and authorized distributor for sales applications, installation, service and warranty of Spacesaver products and services in this region, 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 Spacesaver High Density Mobile Storage System to store property taken as evidence and stored within the Evidence and Property Facility, to Systems & Space, 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 Spacesaver High Density Mobile Storage System to store property taken as evidence and stored within the Property and Evidence facility, Systems & Space, Inc., Pleasanton, 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 $111,554.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-262

Print

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF SOFTWARE, COMPUTERS, SERVERS, EQUIPMENT AND COMPONENTS, TO ALLOW THE MODESTO POLICE DEPARTMENT VIEWING ACCESS OF TRAFFIC CORRIDORS THROUGHOUT THE CITY, TO CELPLAN TECHNOLOGIES, INC., RESTON, VA; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $76,620

WHEREAS, the City of Modesto currently uses CelPlan Technologies, Inc. to view and monitor the Downtown Entertainment Area, MPD building security, Transit Center, Bus Yard, and the Airport, and

WHEREAS, the Modesto Police Department is requesting software, computers, servers, equipment and components, to allow the Modesto Police Department viewing access of traffic corridors throughout the city, and

WHEREAS, this equipment will allow the Modesto Police Department to tap into the existing cameras using the current cell plan camera system, and

WHEREAS, this price also includes a maintenance term until April 2, 2015, 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 software, computers, servers, equipment and components, to

allow the Modesto Police Department viewing access of traffic corridors throughout the City, to CelPlan Technologies, Inc., Reston, VA, 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 software, computers, servers, equipment and componenets, to allow the Modseto Police Department viewing access of traffic corridors throughout the city, to CelPlan Technologies, Inc., Reston, VA.

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 $76,620.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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. 2014-263

RESOLUTION ACCEPTING THE WORK BY D.A. WOOD CONSTRUCTION, FOR THE "STRENGTHEN AND REPLACE WATER SYSTEM BETWEEN EL VISTA AVENUE AND CLOVERDALE AVENUE 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 $173,853

WHEREAS, a report has been filed by the Director of Utility Planning and Projects that the Strengthen and Replace Water System between El Vista Avenue and Cloverdale Avenue Project has been completed by D.A. Wood Construction, in accordance with the contract agreement dated November 12, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Strengthen and Replace Water System between El Vista Avenue and Cloverdale Avenue Project is hereby accepted as complete from said contractor, D.A. Wood Construction, 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 $173,853 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 1st day of July, 2014, 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. 2014-264

RESOLUTION APPROVING AN AGREEMENT WITH CHG STRUCTURAL, INC., IN AN AMOUNT NOT TO EXCEED $96,200 FOR FUNDING AND IMPLEMENTATION SUPPORT SERVICES FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP) was formed to provide 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, The NVRRWP is a partnership, governed by a memorandum of understanding, formed in April 2010, by Resolution No. 2012-153, with the Cities of Modesto, Turlock, and Ceres, Stanislaus County, and the Del Puerto Water District, and

WHEREAS, the Phase I Feasibility Study has been completed and the draft Phase II Feasibility Study has been completed, and has determined that a pipeline directly to the Delta-Mendota Canal is the most feasible delivery system for recycled water, and

WHEREAS, on February 25, 2014, the City Council, by Resolution 2014-68, approved a cost sharing agreement to fund the Phase III Feasibility Study, and

WHEREAS, Brad Hawn, owner of CHG Structural, Inc., has been involved in the NVRRWP as a prior Councilmember, and most recently through a 2013 agreement and amendment (not exceeding $40,000) where he focused on NVRRWP-related tasks, and

WHEREAS, staff has determined that these continued services are needed in Fiscal Year 2014/15 to assist the City in pursuing and securing funding opportunities,

including meeting with local, state, and federal elected representatives, for implementation of the NVRRWP project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with CHG Structural, Inc. in an amount not to exceed $96,200 for funding and implementation support services 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.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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. 2014-265

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $96,200 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES TO FULLY FUND THE AGREEMENT

WHEREAS, certain budgetary transactions are necessary in the amount of $96,200 in order to fully fund the agreement with CHG Structural, Inc. for funding and implementation support services for the North Valley Regional Recycled Water Program, and

WHEREAS, the Fiscal Year 2014-2015 Capital Improvement 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 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 1st day of July, 2014, 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

Due to the fact that staff has determined that the continued services by CHG Structural are needed to assist the City in pursuing and securing funding opportunities for implementation of the North Valley Regional Recycled Water Program, the total project costs in Account #100521 needs to be increased by $96,200 to fully fund the agreement.

This would be done by transferring $96,200 from Wastewater Reserves Account.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-266

Print

RESOLUTION APPROVING THE TRANSFER OF REAL PROPERTY FROM MODESTO-CERES FIRE PROTECTION AGENCY FOR A 2.23-ACRE PARCEL, LOCATED AT 148 IMPERIAL AVENUE (APN 056-049-020), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACCEPT THE TRANSFER AND EXECUTE ALL RELATED DOCUMENTS REQUIRED TO TRANSFER THE PROPERTY

WHEREAS, on March 1, 2007, the Industrial Fire District, the City of Modesto, and the City of Ceres entered into a Joint Exercise of Powers Agreement, and

WHEREAS, the Joint Exercise of Powers Agreement created the Modesto-Ceres Fire Protection Agency to provide continuing fire protection and administrative services to the cities of Modesto and Ceres, and

WHEREAS, in 2009, by Resolution 2009-04, the Modesto-Ceres Fire Protection Agency approved the transfer of legal title to two Industrial Fire District real properties, one to the City of Modesto and one to the City of Ceres, which included Modesto's Fire Station #10 located at 148 Imperial Avenue, and

WHEREAS, the Cities of Modesto and Ceres have agreed that each city should take fee title to the respective fire stations and real properties they are using to provide fire services to the District, and

WHEREAS, an acceptance is needed by the City of Modesto for the transfer of the real property,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the transfer of real property from Modesto-Ceres Fire Protection Agency for a 2.23-acre parcel, located at 148 Imperial Avenue (APN 056-049-020).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to accept the transfer and execute all related documents required to transfer the property.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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. 2014-267

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED FOR THE TRANSFER OF PROPERTY LOCATED AT 148 IMPERIAL AVENUE (APN 056-049-020), OWNED BY THE MODESTO-CERES FIRE PROTECTION AGENCY, TO BE TRANSFERRED TO THE CITY OF MODESTO FOR THE BENEFIT OF THE MODESTO FIRE DEPARTMENT

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 2.23 acres, located at 148 Imperial Avenue(APN 056-049-020), owned by Modesto-Ceres Fire Protection Agency, to be transferred to the City of Modesto for the benefit of the Modesto Fire Department,

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 transfer of property located at 148 Imperial Avenue (APN 056-049-020), owned by the Modesto-Ceres Fire Protection Agency, to be transferred to the City of Modesto for the benefit of the Modesto Fire Department.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of July, 2014, 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. 2014-268

RESOLUTION FINDING THAT THE FOLLOWING PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO WASTEWATER MASTER PLAN MASTER ENVIRONMENTAL IMPACT REPORT (MEIR) (SCH#2006052076) AND GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH# 2007072023): SHACKELFORD SEWER CROSSING PROJECT

WHEREAS, the Shackelford Crossing Project connects from existing sewer trunk lines east of the Tuolumne River to existing trunk lines west of the River at the Dryden Municipal golf course, and

WHEREAS, the Shackelford Crossing Project consists of the installation of dual 30" sewer lines connecting from the east side of the Tuolumne River to the west side of the River and replacing the existing Shackelford Crossing connection, and

WHEREAS, the project will be accomplished using Horizontal Directional Drilling (HDD) technology, which provides for an installation that is non-invasive of the riverbed and riparian area, and

WHEREAS, the dual lines will be approximately 675 feet in length when complete, with the drilling exit and entry points about 760 feet apart, and

WHEREAS, all above ground work is to be located well back from the top of bluff, and

WHEREAS, the lines will maintain a minimum 39' vertical separation below the streambed within the river channel, and

WHEREAS, on March 13, 2007, the City Council, by Resolution No. 2007-178 certified the Final Wastewater Master Plan Master (WWMP) Environmental Impact Report (SCH No. 2006052076, EA/PW2008-03) for the WWMP, and on October 14, 2008, by Resolution No. 2008-582, the City Council certified the Final Modesto Urban

Area General Plan Plan Master Environmental Impact Report (SCH No. 2007072023), and

WHEREAS, the Utility Planning and Projects Department has prepared an Initial Study, Environmental Assessment No. EA/PW 2009-16 for the proposed Shackelford Crossing Project, which concluded that the project is within the scope of the Final Wastewater Master Plan Master Environmental Impact Report for the City of Modesto Wastewater Master Plan Update (SCH No. 2006052076, EA/PW2008-03), and the General Plan Master Environmental Impact Report (SCH No. 2007072023) and that pursuant to Section 21157.1 of the Public Resources Code, no new environmental review is required, and

WHEREAS, pursuant to Public Resources Code Section 21081 and 21158(d), the City of Modesto finds that no new effects could occur or no new mitigation measures would be required, therefore the activity is within the scope of the project covered by the Master EIR and no new environmental review is required, and

WHEREAS, in accordance with CEQA guidelines on June 23, 2012, the City caused to be published a 30-day notice of the City's intent to make a finding that the proposed project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a regular meeting on July 1, 2014, at 5:30 p.m., in the Tenth Street Place Chambers, 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it 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 the substantial evidence included in said Initial Study makes the following findings:

1. The type of project is described in Chapter II of the Wastewater Master Plan Master EIR.

2. All applicable policies, regulations, and mitigation measures identified in the Wastewater Master Plan Master EIR and Modesto General Plan Master EIR have been applied to the project.

3. An Initial Study, EA/ PW 2009-16, 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 Wastewater Master Plan Master EIR and the General Plan Master EIR and whether the subsequent project was described in the Master EIRs and is within the scope of the Master EIRs.

4. Based on the Initial Study, the City of Modesto finds and determines:

    a. The proposed 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 and mitigated through the Master EIRs.

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

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Director of Utility Planning and Projects is hereby authorized and directed to 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 1st day of July, 2014, 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 LINDGREN, City Attorney

Exhibit "A"

INITIAL STUDY
EA/PW 2009-16

City of Modesto

Finding of Conformance to Wastewater Master Plan Update Master EIR:

Initial Study Environmental Checklist
EA/PW No. 2009-16

For the proposed:

Shackelford Crossing Project

Prepared by:
City of Modesto
Utility Planning and Projects Department
Engineering Design Division

June 2012

City of Modesto
Wastewater Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Wastewater Master Plan Master EIR and Urban Area General Plan Master EIR. This Initial Study Environmental Checklist ("Initial Study") is used in determining whether (project title) is "within the scope" of the project analyzed in the Modesto Wastewater Master Plan Master EIR (SCH# 2006052076) and 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 conformity.

A subsequent project is "within the scope" of a 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. (State CEQA Guidelines Section 15384).

City staff consulted with appropriate Responsible Agencies and City Departments regarding potential environmental impacts associated with this project. Any significant comments and conditions are incorporated into this Initial Study. The City's Wastewater Master Plan MEIR (SCH# 2006052076) and Urban Area General Plan Master EIR (SCH# 2007072023) were also consulted which lists mitigation measures for each area of environmental study.

II. PROJECT DESCRIPTION

A. Title: Shackelford Crossing Project

B. Address or Location: Stanislaus County, California. The Shackelford Crossing project connects from existing sewer trunk lines east of the Tuolumne River to existing trunk lines west of the River at the Dryden Municipal golf course. Latitude: 37°36'58"N, Longitude: 120°59'53"W. See Figure 1 for location within the region

Applicant: Engineering Design Division
Utility Planning and Projects Department
1010 Tenth Street
P. O. Box 642
Modesto, CA 95353

D. City Contact Person:

Project Manager: William S. Wong, P. E., Senior Civil Engineer
Department: Utility Planning and Projects Department
Phone Number: (209) 571-5801
E-mail address: wwong@modestogov.com

E. Current General Plan Designation(s): I (Industrial) east of the River and OS (Open Space) west of the River

F. Current Zoning Classification(s): M-2 (Industrial) east of the River and R-1 (Residential) west of the River

G. Surrounding Land Uses: all construction including the entry and exit points of the pipeline and new manholes and diversion boxes will fall within the abandoned Modesto Tallow plant east of the River and the Dryden Golf Course west of the River. The pipeline will be installed by Horizontal Directional Drilling (HDD) technology under the bed of the Tuolumne River.

H. Project Description: The project consists of the installation of dual sewer lines connecting from the east side of the Tuolumne River to the west side of the River and replacing the existing Shackelford Crossing connection. The project will be accomplished using Horizontal Directional Drilling (HDD) technology, which provides for an installation that is non-invasive of the riverbed and riparian area. The dual lines will be approximately 675 feet in length when complete, with the drilling exit and entry points about 760 feet apart. All above ground work is to be located well back from the top of bluff. The lines will maintain a minimum 39' vertical separation below the streambed within the river channel.

Construction on the east side of the River will include replacement of an existing manhole with a diversion box (approx 6' x 8') located about 15 feet back of the top of bluff within existing paved area. From this point a new line will extend about 220 feet back to a new manhole connecting to new manholes and diversion box serving the new lines. This line will be about 20 feet in depth. The exit pit for the new lines will be about 70 feet east of the new manholes and will constitute the point from which the new pipeline is installed back through the tunnels. A layout area extending about 730 feet east of the exit point will be used during construction. This entire area is within the paved or gaveled, non-vegetated portion of the former Modesto Tallow site. Temporary diversion via pumping will be utilized during the course of construction. Temporary by-pass pumping procedures will entail the installation of a pump, generator power, and line on a temporary basis. The line may be installed in a trench or otherwise protected and the remaining facilities secured. The three existing sanitary sewer lines upstream of the diversion box will be pumped to the nearest existing downstream manhole located approximately 35 feet southwest of the diversion box location. The line to the north will be intercepted at 530 feet, the line to the southeast at 90 feet, and the line to the south at 140 feet, upstream from the diversion box. The river bluff on the east side past the new

construction area is near vertical and is vegetated with shrubs and bamboo in the vicinity of the construction, but will be unaffected by the construction. About 300 feet north of the construction area there is a tall tree within the bank area in which two red tail hawks were observed to land. No trees or shrubs will be removed as a part of the project.

Construction on the west side of the River will be entirely within the developed Dryden Golf Course area and outside the area of riparian vegetation. This area is within the 100-year flood plain, and all lines and manholes will be designed to be floodproof. No permanent above-ground structures will be part of this project. The single existing sanitary sewer line upstream of the existing manhole will be temporarily by-passed via pumping to the adjacent parallel existing sanitary sewer line. This line will be intercepted approximately 1260 feet north of the existing downstream manhole and pumped between existing upstream manholes about 50 feet apart. The entry pits for drilling will be about 75 feet west of the existing manholes and within the developed golf course area. Two manholes and junction box will be installed about 25 feet east of the entry pit and a line at about 10 feet in depth will be installed connecting back to the existing sanitary sewer line. During the course of construction, equipment and personnel will access the golf course from the north via an existing unpaved road and from the edge of the course, over the golf course property. Any disturbance to the golf course area will be restored and revegetated following construction, and a tree protection plan will be implemented to the extent that construction activities (drilling entry) occur within the vicinity of existing trees on the golf course. Procedures will be in place at all times during drilling to ensure that no material from the drilling process enters the streambed via runoff or frack-out, and a frack-out contingency plan and procedures will be implemented. When in permanent operation, the new lines will be operated by gravity flow; no permanent pumping is anticipated. No trees or shrubs will be removed as a part of the project.

As a part of the HDD process, it is anticipated that a guide wire will be installed along the surface from the entry and exit points to the water-s edge. This is the sole activity within the riparian area on the surface and will be carried out in a minimally invasive manner not including the removal of any vegetation.

See Figure 2 for location/route map/project diagram

I. Other Public Agencies Whose Approval is Required:

Central Valley Water Quality Control Board
California Department of Fish & Game
Central Valley Flood Protection Board
California State Lands Commission
United States Army Corps of Engineers
United States Department of Fish & Wildlife
NOAA, National Marine Fisheries Service
U.S. Environmental Protection Agency
San Joaquin Valley Air Pollution Control District

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 Wastewater Master Plan Master EIR and Urban Area General Plan EIR and no new environmental document or Public Resources Code Section 21081 findings are required. The following items are found to be true:

   A. The type of project is described in Chapter III of the WWMP Master EIR.

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

   C. An Initial Study was prepared by the City of Modesto that analyzed whether the proposed subsequent project may cause any significant effect on the environment that was not examined in the MEIR and it has been determined that the project was described in the MEIR as being within the scope of the MEIR.

   D. Based on the Initial Study, the City of Modesto finds and determines:
      a) The proposed subsequent project will have no additional significant effect as defined in CEQA Section 21158 that was not identified in the MEIR.
      b) No new or additional mitigation measures or alternatives are required.

   E. The criteria for currency of the Master EIR were reviewed (section 5 below) and it was determined that the Master EIR is current for all areas of the Initial Study.

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

   A. The type of project is described in Chapter III of the Master EIR.

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

3. ___ **Focused EIR Required**- On the basis of the above determinations, the project is not within the scope of the Wastewater Master Plan Master EIR. A Focused EIR will be prepared for the project. The following items are found to be true:

   A. The type of project is described in Chapter III of the Master EIR.

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

William S. Wong, P.E., Project Manager	Senior Civil Engineer Title	6/25/12 Date

4. Within the Scope Analysis of this Document:

The Wastewater Master Plan Master EIR permits projects to be found within the scope of the MEIR if certain criteria are met. Basically, if the following statements are found to be true for all 20 sections of this Initial Study, then the project was covered 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 is 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.	☒	☐
(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 project will occur within the boundaries of the planning area as established in the Wastewater Master Plan.	☒	☐
(6)	Development within the project will comply with all mitigation measures identified in the Wastewater Master 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 20 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 discussed.

		YES	NO
(1)	Certification of the Wastewater Master Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☒	☐
(2)	This project was 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.	☒	☐
(3)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(4)	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.	☒	☐

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, analyzes whether this project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the Wastewater Master 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 Wastewater Master Plan 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 a notice of conformity after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect buildout of the project as identified in the MEIR.

The Master EIR for the Wastewater Master Plan organizes its analysis of environmental impacts into eleven subject areas plus Effects Found Not to be Significant (an additional five topics). The following analysis is based on the impact analyses contained in Chapter IV of the Master EIR.

1. AESTHETICS (Visual Resources)

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. At that level of detail, no significant effects on Visual Resources were identified. This topic is discussed in Chapter 4.I of the MEIR

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

No mitigation measures for this topic are identified in the MEIR. Any new mitigation to be incorporated into or made conditions of approval of this project is listed in Section V, Mitigation Applied to Project.

Discussion:

No new or additional measures or alternatives are required for the project.

c. Project-Specific Effects

Section IV.I of the MEIR provides analysis of Visual Resources 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 MEIR.

Determination of project effects will be based on the following thresholds. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project would have a substantial adverse effect on a scenic vista or scenic resources.	☐	☒
(3)	The project would substantially degrade the existing visual character or quality of the project site and its surroundings.	☐	☒

(4) The project would create a new source of substantial light and glare, which would adversely affect day or nighttime views in the area. ☐ ☒

Discussion:

(1) The project is specifically provided for in the Modesto Wastewater Master Plan.

(2) The project is construction of a pipeline, and as such any above-grade portions of the project will be only temporary, during the course of construction, thus no visual impacts will occur.

(3) The project is construction of a pipeline, and as such any above-grade portions of the project will be only temporary, during the course of construction, thus no visual impacts will occur.

(4) The project is construction of a pipeline, and as such any above-grade portions of the project will be only temporary, during the course of construction, thus no lighting impacts will occur.

2. AGRICULTURAL RESOURCES

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.B of the MEIR

The Master EIR identified the following significant environmental impacts relative to agricultural lands:

Effect: Construction of the Phase IA tertiary treatment facilities at the Secondary Plant would directly result in the permanent loss of Prime Farmland (Significant and Unavoidable).

Effect: Construction of the proposed project components within the Planned Urbanizing Area would result in the cumulative loss of Prime Farmland (Significant and Unavoidable).

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

Agricultural Land mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages IV.B.8 and IV.B.11 of the MEIR. All feasible 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 from the MEIR are required to be applied to the project. No new or additional measures or alternatives are required for the project.

c. Project-Specific Effects

Section IV.B of the MEIR provides analysis of Agricultural Lands 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Urban Area General Plan and/or the Modesto Wastewater Master Plan.	☐	☒
(2)	The project will directly result in the development of land outside the Modesto Urban Area General Plan planning area boundaries.	☐	☒
(3)	The project will conflict with existing zoning for agricultural use, or a Williamson Act contract.	☐	☒
(4)	The project will involve other changes in the existing environment which, due to their location or nature, could result in additional conversion of Farmland to non-agricultural use.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan.

(2) The project is construction of a pipeline, with no direct development of land. The capacity of the project is consistent with the Modesto Urban Area General Plan and the Wastewater Collection System Master Plan and their respective MEIR's.

(3) The project does not pass through any agriculturally zoned or used area.

(4) The project is construction of a pipeline, with no direct development of land. The capacity of the project is consistent with the Modesto Urban Area General Plan and the Wastewater Collection System Master Plan and their respective MEIR's.

3. AIR QUALITY

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.G of the MEIR

The Master EIR identified the following significant environmental impacts relative to air quality:

Effect: Emissions of criteria pollutants during construction of wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region (Significant and Unavoidable).

Effect: Emissions of criteria pollutants during the operation of the proposed wastewater system improvements would contribute to existing violations of the ambient air quality standards in the region (Significant and Unavoidable).

Effect: The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable air quality impacts identified in the Modesto Urban Area General Plan (Significant and Unavoidable).

Effect: The wastewater treatment facilities would cause a cumulatively considerable net increase of pollutants for which the San Joaquin Valley is designated as nonattainment (Significant and Unavoidable).

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

Air Quality mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages IV.G.16 through IV.G.28 of the MEIR. All feasible 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:

Mitigation Measure G.1 in the MEIR shall be made a part of the proposed project to reduce the impacts of construction related PM_{10} and impacts of ozone precursors from construction equipment exhaust to the extent possible. Note that the only pumping will be during the course of construction; when the project is complete, the system will operate by gravity flow.

c. Project-Specific Effects

Section IV.G of the MEIR provides analysis of Air 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 MEIR.

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

		YES	NO
(1)	The project does not incorporate the best management practices for air pollutant reduction established by the SJVUAPCD.	☐	☒
(2)	The project does not comply with the air quality policies of the Modesto Urban Area General Plan.	☐	☒
(3)	The project would expose sensitive receptors to substantial pollutant concentrations.	☐	☒
(4)	The project would create objectionable odors affecting a substantial number of people.	☐	☒

Discussion:

(1) Best management practices for air pollutant reduction established by the SJVUAPCD will be incorporated into the construction of the project.

(2) The project is construction of a pipeline operating via gravity flow, and will not increase air pollutant emissions when in operation. The project is in conformance with the Modesto Urban Area General Plan and its policies.

(3) The project is construction of a pipeline, and will not increase air pollutant emissions when in operation.

(4) The project is construction of a pipeline, and will not increase air pollutant emissions, including odors, when in operation.

4. BIOLOGICAL RESOURCES

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.E of the MEIR

The Master EIR identified the following significant environmental impacts relative to Biological Resources.

Effect: 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 (Less than Significant with Mitigation).

Effect: Construction of project facilities could cause loss of occupied Burrowing Owl habitat (Less than Significant with Mitigation).

Effect: Construction of project facilities could cause disturbance of nesting raptors (Less than Significant with Mitigation).

Effect: Construction of project facilities could cause impacts to biological resources and regulated habitats of Dry Creek (Beard Brook and of the Tuolumne River (Less than Significant with Mitigation).

Effect: Construction of project facilities or development facilitated by construction of project facilities could cause loss of Swainson's Hawk foraging habitat (Less than Significant with Mitigation).

Effect: Construction during the Swainson's Hawk breeding season could result in the accidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment (Less than Significant with Mitigation).

Effect: Construction of improvements to the Secondary Plant may cause impacts to regulated habitats (Less than Significant with Mitigation).

Effect: Microtunneling could cause impacts to riparian habitats under the jurisdiction of the California Department of Fish and Game and/or the U.S. Army Corps of Engineers (Less than Significant with Mitigation).

Effect: Growth facilitated by the project would result in cumulative loss of Swainson's Hawk and Burrowing Owl habitat (Less than Significant with Mitigation).

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

Biological Resources mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages IV.E.25 through IV.E.37. All feasible 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:

A field survey was conducted on February 14, 2011. The following observations are relevant. With respect to the area east of the river, the entire area affected by construction is either paved or graveled as a portion of the former Modesto Tallow works. No vegetation, specifically including elderberry bushes or trees, are within the area of construction. No foraging habitat or potential habitat for burrowing owls exists on the site. There are trees of sufficient height to serve as nesting trees within 500 feet of the construction area, and two red tail hawks were observed circling and landing in a tree to the north of the construction area.

The following measures from the Modesto Wastewater Master Plan MEIR shall be followed throughout the Project, where and as applicable to the specific location and method of construction: E.3.1, E.3.2, E.4.1, E.4.2, E.6a, and E.8. These measures are detailed below in Section V.

c. Project-Specific Effects

Section IV.E of the MEIR provides analysis of Biological Resources 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master 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 special status species.	☐	☒
(3)	The project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and its MEIR.

(2) The project is construction of a pipeline using HDD technology to construct the pipeline beneath the river corridor as specifically envisioned in the Wastewater Master Plan MEIR, and will not have any new effects on wildlife not anticipated in the MEIR. Potential for effects on special status species will be mitigated by measures identified in the Modesto Wastewater Master Plan MEIR as noted above.

(3) No local policies or ordinances will be affected by construction of the project.

5. CULTURAL RESOURCES

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies. programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.L (pp. IV.L.10-13) of the MEIR

The Master EIR identified no significant environmental impacts relative to Cultural Resources.

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

No Cultural Resources mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project. Modesto Urban Area General Plan Policy VII.F.2.f (prior to commencement of construction), Policies VII.F.2.i-m (during construction) and Policies VII.F.2.o-t (in the event that cultural resources are identified) apply.

c. Project-Specific Effects

Section IV.L (pp. IV.L.10-12) of the MEIR provides analysis of Cultural Resources impacts of development of the Wastewater Master 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project would adversely affect a cultural (historical or archaeological) resource pursuant to § 15064.5.	☐	☒
(3)	The project would directly or indirectly destroy a unique paleontological resource or site, or disturb any human remains, including those interred outside of formal cemeteries.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and its MEIR.

(2) The project is construction of a pipeline, and will not have any new effects on cultural resources not envisioned in the Wastewater Master Plan MEIR.

(3) The project is construction of a pipeline, and will not have any new effects on paleontological resources or human remains not envisioned in the Wastewater Master Plan MEIR.

6. GEOLOGY AND SOILS

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.L of the MEIR

The Master EIR identified no significant environmental impacts relative to Geology and Soils.

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

No Geology and Soils mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project.

c. Project-Specific Effects

Section IV.L (pp. IV.L.7-9) of the MEIR provides analysis of Geology and Soils impacts of development of the Wastewater Master 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project would be located on 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.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan.

(2) The project is construction of a pipeline, and will not have any new effects in relation to unstable soils.

7. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

Greenhouse Gas Emissions and Climate Change were not considered as part of the Modesto Wastewater Master Plan Master EIR. This topic was analyzed as a part of the Modesto Urban Area General Plan Master EIR, and the following analysis is tiered from that document. This topic is discussed in Chapter V, Section 21 of the GP MEIR

The GP Master EIR discloses the following significant environmental impacts relative to Greenhouse Gas Emissions/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.

The GP MEIR identified policies CL-3 through CL-24 as applicable mitigation, which policies have been incorporated in the General Plan.

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

Climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the GP 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 (non) 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

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

		YES	NO
(1)	The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan and/or with the Wastewater Master 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 project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan.

(2) The project is construction of a pipeline, and will not have any significant effects in relation to automobile trip lengths or CO_2 emissions. When in operation, the pipeline segment will operate by gravity flow.

(3) The proposed project is construction of a pipeline consistent with the Wastewater Master Plan and would not conflict with the Sustainable Communities Strategy or Alternative Planning Strategy.

7. HAZARDS AND HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.J and IV.K of the MEIR

The Master EIR identified no significant environmental impacts relative to hazardous materials.

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

Hazard and Hazardous Materials mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages IV.K.11 through IV.K.15. All feasible 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 MEIR are required to be applied to the project. No new or additional measures or alternatives are required for the project.

c. Project-Specific Effects

Section IV.J and IV.K of the MEIR provides analysis of hazardous materials and contaminated soils and Demolition impacts of development of the Master 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project does not 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 contains a contaminated site not identified as of March 2003.	☐	☒

(4)	The 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.	☐	☒
(5)	The 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.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and its associated MEIR.

(2) The project is construction of a pipeline, transporting primary-treated effluent. No hazardous or toxic materials are involved with this project.

(3) The project is construction of a pipeline, with no impact on contaminated sites.

(4) The project is construction of a pipeline, transporting primary-treated effluent. No hazardous or toxic materials are involved with this project.

(5) The project is construction of a pipeline, with no impact on contaminated sites.

8. HYDROLOGY AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.D of the MEIR

The Master EIR identified the following significant environmental impacts relative to Hydrology and Water Quality:

Effect: Excavation and construction activities could cause erosion and/or result in chemical releases causing degradation of water quality in nearby surface water and/or groundwater bodies (Less than Significant with Mitigation).

Effect: Elimination of the cross-connections between the stormwater drainage system and the wastewater collection system could result in localized flooding (Less than Significant with Mitigation).

Effect: Implementation of the proposed project at a rate that does not match projected growth may result in an incremental increase in operation-period surface water quality degradation due to the deficient effluent disposal system (Significant and Unavoidable).

Effect: Implementation of the proposed project may result in operation-period surface water degradation due to pollutant loading associated with treated wastewater discharges (Significant and Unavoidable).

Effect: Implementation of the proposed project may result in operation-period surface water degradation during daily operations and/or during flooding of the Primary Plant and sludge drying area (Significant).

Effect: The project would include construction activities within the San Joaquin River channel and on nearby levees and would include placement of a permanent structure in the San Joaquin River channel.

These activities could affect river flow patterns and degrade water quality (Less than Significant with Mitigation).

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

Hydrology and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages IV.D.26 through IV.D.41 of the MEIR. All feasible 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:

Mitigation Measure D.1 in the MEIR shall be made a part of the proposed project to reduce the impacts to surface water quality through the construction period.

Consistent with Mitigation Measure D.1, project specifications provide specific provisions to address and minimize the potential for frac-outs or spills and to provide for contingency plans in the event that such an event occurs. (see attached summary).

c. Project-Specific Effects

Section IV.D of the MEIR provides analysis of Hydrology and Water Quality impacts of development of the Master 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 MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☒
(3)	The project does not comply with Modesto's Guidance Manual for New Development Storm water Quality Control Measures.	☐	☒
(4)	The project would create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and its associated MEIR.

(2) Construction of the project will comply with the regulatory requirements of the federal Clean Water Act and/or the State Porter-Cologne Act as applicable.

(3) Construction of the project will comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.

(4) The project is construction of a pipeline. No additional runoff will be created.

9. LAND USE AND PLANNING (Land Use, Plans, and Policies)

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.A of the MEIR

The Master EIR identified no significant environmental impacts relative to Land Use and Planning.

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

No Land Use and Planning mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project.

a. Project-Specific Effects

Determination of project effects will be based on the following threshold. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Urban Area General Plan or any applicable Specific Plan.	☐	☒
(2)	The project includes a substantive amendment to the Modesto Urban Area General Plan or any Specific Plan.	☐	☒
(3)	The project would physically divide an established community	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and consistent with the Modesto Urban Area General Plan.

(2) The Project involves no amendment to any general or Specific Plan.

(3) The project is construction of a pipeline, and will not physically divide an established community.

10. MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.L (p. IV.L.8) of the MEIR

The Master EIR identified no significant environmental impacts relative to Mineral Resources.

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

No Mineral resources mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project.

a. Project-Specific Effects

Determination of project effects will be based on the following threshold. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan.	☐	☒
(2)	The project would result in the loss of availability of a known mineral resource, either locally important or of regional/statewide significance.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan.

(2) The project is construction of a pipeline, and will have no effect on the availability of any mineral resource.

11. NOISE

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.H of the MEIR

The Master EIR identified the following significant environmental impacts relative to Noise:

Effect: Construction of the proposed project facilities could cause substantial, though intermittent and short-term, increases in noise levels, which would add to noise levels predicted by the City's General Plan MEIR and the County General Plan (Less than Significant with Mitigation).

Effect: The proposed project would support cumulative development that could increase noise levels in areas where noise levels exceed, or would exceed, the noise and land use compatibility guidelines adopted by the City of Modesto and/or Stanislaus County, or the noise performance standards set by the City and County (Significant and Unavoidable).

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

Noise mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages IV.H.9 through IV.H.9 13 of the MEIR. All feasible 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:

Mitigation Measure H.1 in the MEIR shall be made a part of the proposed project to reduce noise impacts to sensitive receptors through the construction period.

c. Project-Specific Effects

Section IV.H of the MEIR provides analysis of noise impacts of development of the Master 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 MEIR.

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

		YES	NO
(1)	The project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☒
(2)	The project will exceed the noise policies of the Modesto Urban Area General Plan.	☐	☒
(3)	The project will result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒
(4)	The project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	☐	☒

Discussion:

(1) The project is construction of a pipeline. During the construction phase, construction activities will be subject to the provisions of the Modesto noise ordinance.

(2) The project is construction of a pipeline. During the construction phase, construction activities will be subject to the provisions of the Modesto Urban Area General Plan.

(3) The project is construction of a pipeline and will not result in any permanent increase in ambient noise levels.

(4) The project is construction of a pipeline. During the construction phase, construction activities will be subject to the provisions of the Modesto noise ordinance and the project will not result in substantial temporary increase in ambient noise levels. During the operational phase, the project will not result in any increase in ambient noise levels.

12. POPULATION AND HOUSING

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.L (p. IV.L.13) of the MEIR

The Master EIR identified no significant environmental impacts relative to population and Housing.

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

No Population and Housing mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project.

a. Project-Specific Effects

Determination of project effects will be based on the following threshold. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan and/or the Modesto Urban Area General Plan.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and serving the area of the Modesto Urban Area General Plan.

13. COMMUNITY SERVICES: PARKS, SCHOOLS, POLICE, AND FIRE

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.C and IV.L (p. IV.L.1-5) of the MEIR

The Master EIR identified no significant environmental impacts relative to Community Services.

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

No Community Services mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project. The project includes a portion of construction within the Dryden Golf Course and will have a temporary effect on use of one hole of the course, but will have no permanent effect on the use of the course.

a. Project-Specific Effects

Determination of project effects will be based on the following threshold. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan and/or the Modesto Urban Area General Plan.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and serving the area of the Modesto Urban Area General Plan.

14. TRANSPORTATION/TRAFFIC (Transportation)

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.F of the MEIR

The Master EIR identified the following significant and unavoidable traffic impacts:

Effect: The Wastewater Master Plan Update would accommodate growth that would cause direct and cumulatively considerable traffic impacts identified in the Modesto Urban Area General Plan (Significant and Unavoidable).

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

Traffic and Circulation mitigation measures that are pertinent to this project are found on MEIR pages IV.F.12. All feasible 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 new or additional measures or alternatives are required for the project.

c. Project-Specific Effects

Section IV.F of the MEIR 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 previously analyzed in the MEIR.

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

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan and/or the Modesto Urban Area General Plan.	☐	☒
(2)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment).	☐	☒
(3)	Result in inadequate emergency access.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and serving the area of the Modesto Urban Area General Plan.

(2) The project is construction of a pipeline, and will have no effect on traffic design.

(3) The project is construction of a pipeline, and will have no effect on emergency access.

15. UTILITIES AND SERVICES SYSTEMS: WATER SUPPLY, SANITARY SEWER, STORM DRAINAGE, SOLID WASTE, ENERGY

a. Significant Effects Identified in the Master EIR

The significant effects described in the subject areas contained in the Master EIR are based on the policies, programs, and projects contemplated as part of the Modesto Wastewater Master Plan. This topic is discussed in Chapter IV.L (p. IV.L.5, 9-10) of the MEIR

The Master EIR identified no significant environmental impacts relative to Community Services.

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

No Community Services mitigation measures pertinent to the project being analyzed in this Initial Study are included in the MEIR. All feasible 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 new or additional measures or alternatives are required for the project.

a. Project-Specific Effects

Determination of project effects will be based on the following threshold. A project-specific effect is less than significant unless:

		YES	NO
(1)	The project is inconsistent with the Modesto Wastewater Master Plan and/or the Modesto Urban Area General Plan.	☐	☒

Discussion:

(1) The project is construction of a pipeline, as provided for in the Modesto Wastewater Master Plan and serving the area of the Modesto Urban Area General Plan.

V. MITIGATION MEASURES APPLIED TO THE 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 CEQA Section 21157.1(c), in order for a Finding of Conformance to be made, all feasible measures from the Master EIR appropriate to the project shall be incorporated into the project. The adopted Master EIR Mitigation Measures as listed below shall be made part of the project prior to approval by means of incorporation into the appropriate plans and specifications:

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 specific thresholds defined for each environmental category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against those thresholds set forth in the Master EIR for all applicable categories in this Initial Study.

No new or additional mitigation measures are required to be applied to the project.

Aesthetics/Visual Resources Measures:

None.

Agricultural Resources Measures:

None.

Air Quality Measures:

Wastewater Master Plan EIR Mitigation Measure **G.1**: Compliance with Regulation VIII of the San Joaquin Valley Air Pollution Control District including preparation of a compliance plan prior to commencement of any phase of construction.

Biological Resources Measures: the following Wastewater Master Plan EIR Mitigation Measures apply:

E.3 Nesting Raptors

E.3.1. Avoidance: To the extent practicable, construction shall be scheduled to avoid the nesting season, which extends from January through August.

E.3.2. Pre-construction Surveys: 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 CDFG, 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 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 CDFG, shall determine the extent of a construction-free buffer zone to be established around the nest.

Implementation of either of these mitigation measures would reduce the potential for significant impacts to less-than-significant levels.

E.4 Dry Creek and the Tuolumne River

E.4.1. Pre-Construction Surveys and Agency Coordination: Pre-construction surveys shall be conducted prior to project-related activities that would impact the resources of Dry Creek or the Tuolumne River in order to identify potentially significant impacts. If Dry Creek, the Tuolumne River, or their tributaries are impacted by project activities, USACE permits and a Streambed Alteration Agreement from CDFG may be required. If regulated habitats are impacted by project activities, USACE permits and a Streambed Alteration Agreement from CDFG would be required. Early consultation with the USACE and CDFG is recommended to determine adequate protocols, as project modification and/or mitigation measures may be necessary and would require agency approval.

E.4.2. Mitigation for Species of Special Status: If construction activities would result in impacts to any of the special-status species identified as possibly occurring in the project area, mitigation measures for that species should be implemented. If surveys indicate that impacts would result to a special-status species not identified as possibly occurring in the project area, or for which mitigation measures are not described in this report, avoidance and minimization measures to reduce project impacts to less than significant levels should be determined through coordination with the City of Modesto, CDFG, and USFWS.

Implementation of either of these measures would reduce impacts to less-than-significant levels.

E.6 Swainson's hawk nesting

E.6a. Pre-construction surveys: In order to assure that nesting Swainson's Hawks will no be disturbed by construction activities, 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 (surveys not recommended during this period because identification is difficult as the adults tend to remain within the nest for longer periods of time), and Period V from June 10 to July 30. No fewer than three 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 CDFG shall be required to ensure project initiation will not result in nest disturbance.

E.8 Microtunneling

E.8. Preconstruction Surveys and Agency Coordination: Prior to initiating microtunneling in 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 CDFG 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 or habitat, and monitoring during construction by appropriately qualified scientist(s).

Cultural Resources Measures:

Modesto Urban Area General Plan Policy **VII.F.2.f** (prior to commencement of construction), Policies VII.F.2.i-m (during construction) and Policies **VII.F.2.o-t** (in the event that cultural resources are identified) apply.

Geology and Soils Measures:

None.

Climate Change

None

Hazard and Hazardous Materials Measures:

None.

Hydrology and Water Quality Measures:

Wastewater Master Plan EIR Mitigation Measure **D.1** providing for preparation and implementation of a SWPPP, including frac-out procedures.

Land Use and Planning Measures:

None.

Mineral Resources Measures:

None.

Noise Measures:

Wastewater Master Plan EIR Mitigation Measure **H.1** addressing practices for protection of sensitive receptors from excessive construction noise.

Community Services Measures:

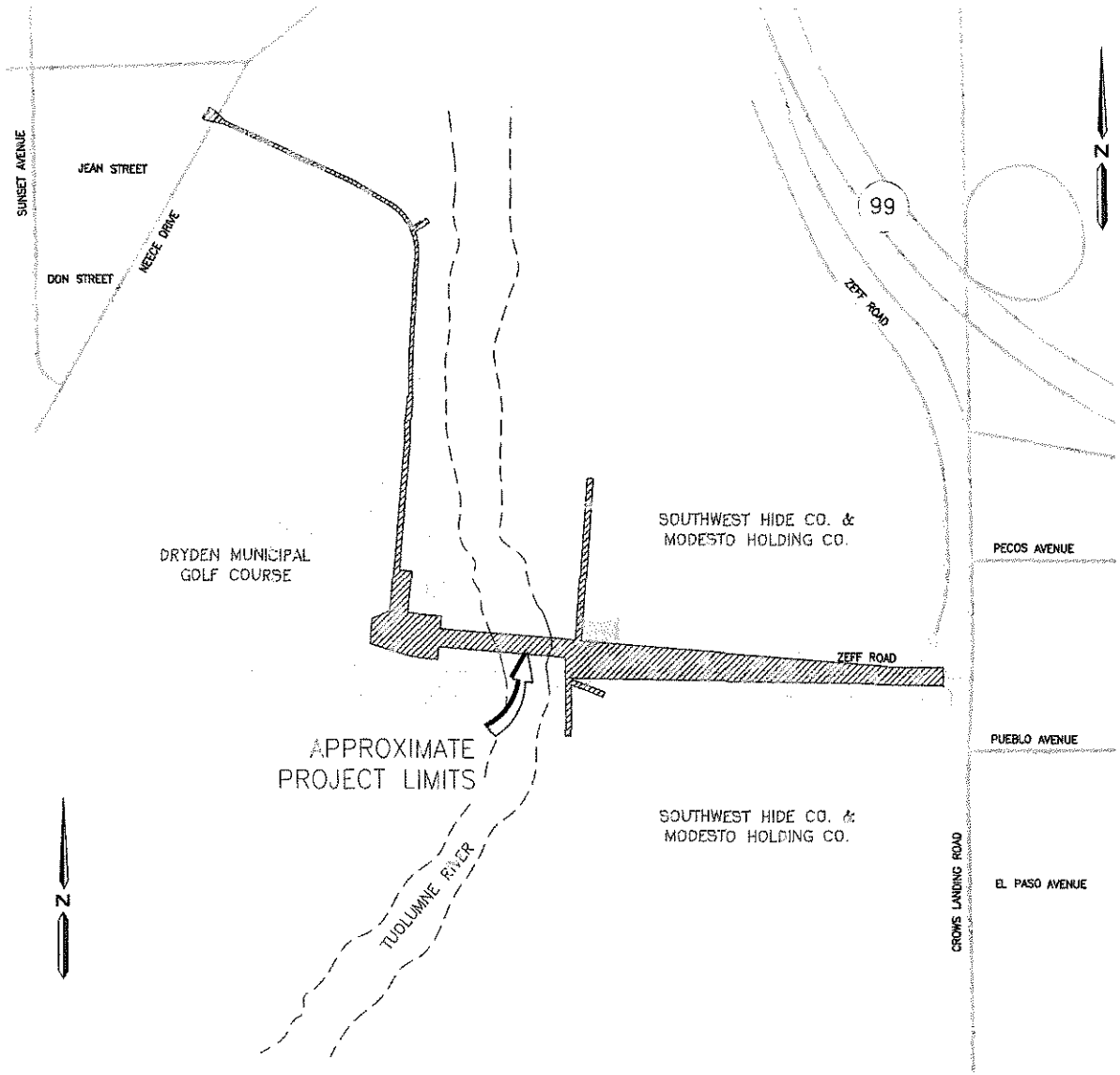
None.

Transportation/Traffic Measures:

None.

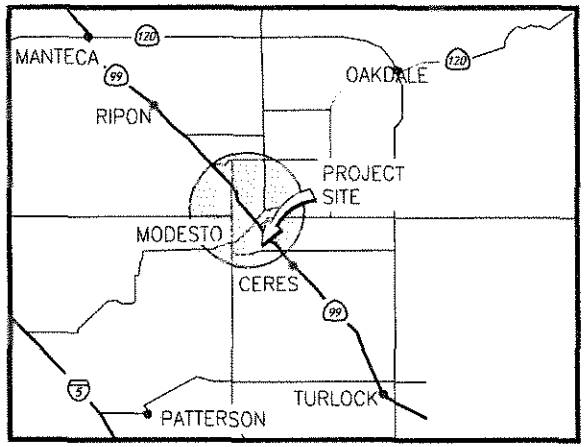
Utility and Service System Measures:

None.



LIMITS OF PROJECT

N.T.S.



VICINITY MAP

N.T.S.

PREPARED FOR: CITY OF MODESTO | P.O. BOX 642, MODESTO, CA, 95353 | (209)577-5200

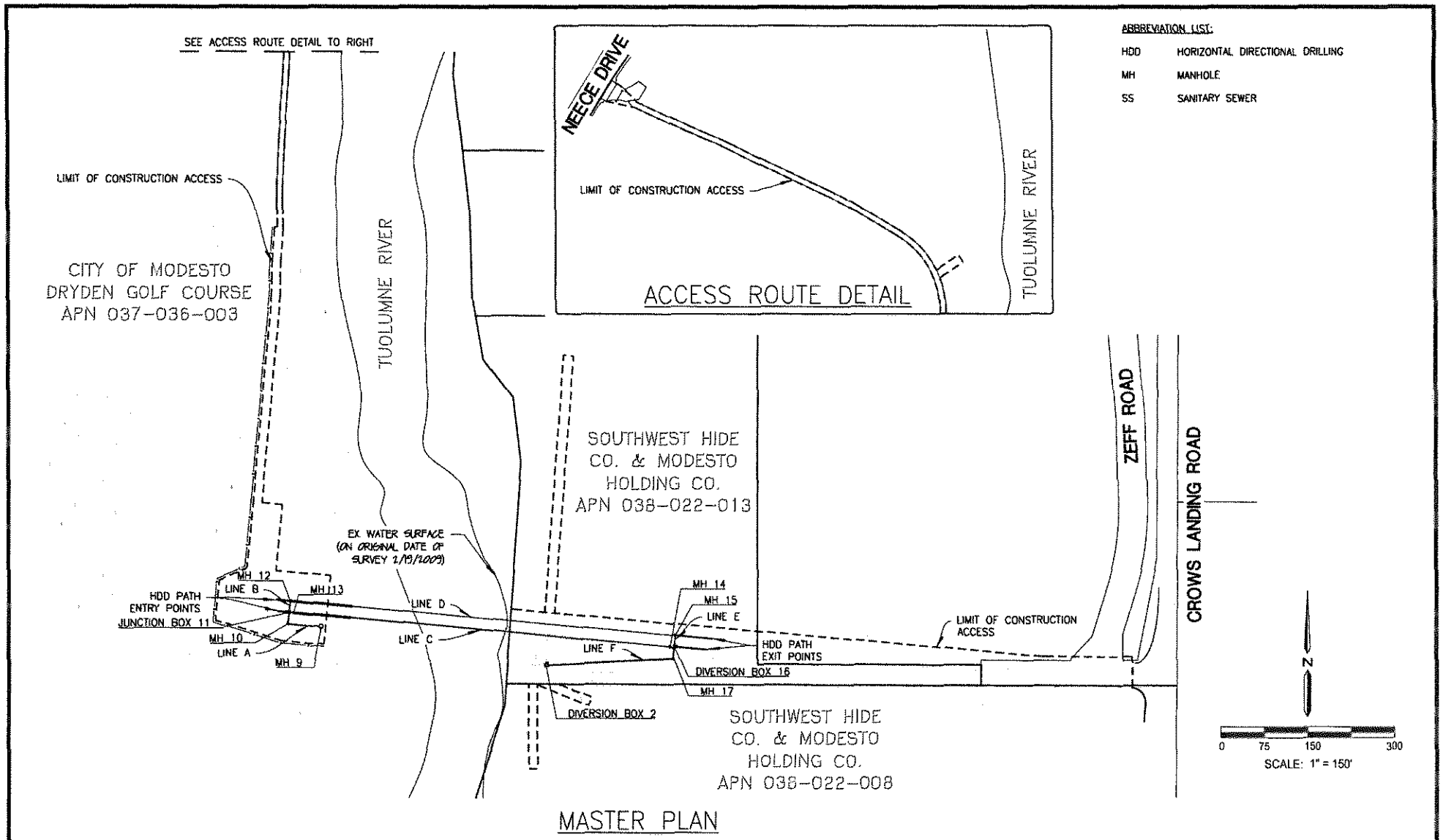
PLOTTED: 6/1/2012 11:17 AM SCALE NTS DR. BY CK DATE 2012-5-29 FILE 20110-EXH-Figure 1 LocationMap.dwg

O'DELL ENGINEERING

Shackelford Sewer Crossing

Figure 1: Location Map 5/30/2012

1 of 1



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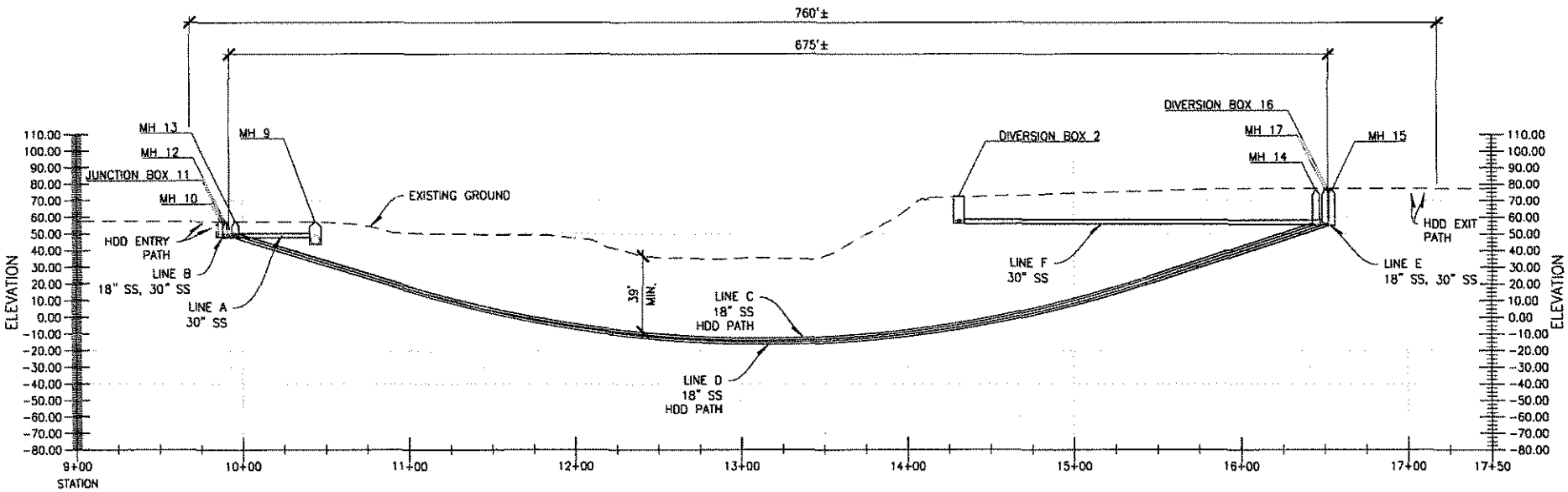
PLOTTED: 6/1/2012 12:17 PM SCALE 1"=150' DR. BY SY DATE 2010-9-24 FILE 20110-EXH-Figure 2 ProjectDiagram.dwg

O'DELL ENGINEERING

Shackelford Sewer Crossing

Figure 2: Project Diagram 5/30/2012



MASTER PROFILE

VERTICAL SCALE: 1" = 60'
HORIZONTAL SCALE: 1" = 60'

PREPARED FOR: CITY OF MODESTO | P.O. BOX 642, MODESTO, CA, 95353 | (209)577-5200

PLOTTED: 6/1/2012 12:22 PM SCALE 1"=60' DR. BY SY DATE 2010-9-24 FILE 20110-EXH-Figure 2 ProjectDiagram.dwg

O'DELL ENGINEERING

Shackelford Sewer Crossing

Figure 2: Project Diagram 5/30/2012

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-269

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE SHACKELFORD SEWER CROSSING PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH MOZINGO CONSTRUCTION, INC., OF OAKDALE, CALIFORNIA IN THE AMOUNT OF $2,057,561.70, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Shackelford Sewer Crossing project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Shackelford Sewer Crossing project were opened at 11:00 a.m. on June 3, 2014, and later tabulated by the Director of Utility Planning and Projects for the consideration of the Council, and

WHEREAS, the Director of Utility Planning and Projects has recommended that the bid of $2,057,561.70 received from Mozingo Construction, Inc., of Oakdale, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Mozingo Construction, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Shackelford Sewer Crossing project, accepts the bid of Mozingo Construction, Inc., of Oakdale, California in the amount of $2,057,561.70, and awards Mozingo Construction, Inc. the contract for the Shackelford Sewer Crossing.

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 1st day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-270

RESOLUTION APPROVING AN AGREEMENT WITH O'DELL ENGINEERING, INC. DBA O'DELL ENGINEERING FOR DESIGN SUPPORT DURING CONSTRUCTION FOR SHACKELFORD SEWER CROSSING PROJECT IN AN AMOUNT NOT TO EXCEED $151,646 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $15,165 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $166,811, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the existing Shackelford Crossing was constructed in 1970 and consists of approximately 400 lineal feet of 18-inch inverted siphon under the Tuolumne River, and

WHEREAS, flows are conveyed from the Ceres Trunk, east of the Tuolumne River, through the crossing to the 66-inch River Trunk located along the edge of the Dryden Municipal Golf Course, and

WHEREAS, the existing crossing is at the end of its expected useful service life, and

WHEREAS, the Shackelford Sewer Crossing project consists of the installation of dual 18-inch sewer lines connecting the Ceres Trunk to the River Trunk and will add reliability and redundancy to the City's sewer collection system, and

WHEREAS, a diversion box will be constructed to control flows as necessary for maintenance or in the event of failure of the main siphon, and

WHEREAS, Horizontal Directional Drilling (HDD) technology, a non-invasive construction method, will be used to install two new pipelines under the riverbed and riparian area, and

WHEREAS, the dual lines will be approximately 675 feet in length when complete, with the drilling exit and entry points about 760 feet apart, and

WHEREAS, following construction of the new crossing, the existing crossing will be assessed for potential rehabilitation and added redundancy, and

WHEREAS, O'Dell Engineering (O'Dell), a local firm, is the design engineering consultant for the Shackelford Sewer Crossing project, and

WHEREAS, due to the size and complexity of the project, construction support services from O'Dell and Bennett Trenchless are needed to facilitate construction activities, and

WHEREAS, the scope of services to be provided under the Engineering Support During Construction (ESDC) agreement includes: 1) Technical oversight of project activity, including review of submittals and shop drawings; 2) Review and response to Requests for Information (RFIs) and change order; 3) Provide field design support services during construction to the City; 4) Assist with permitting issues during construction; and 5) Post-Construction Services: Provide permitting assistance, assist with Operational & Maintenance Program, and provide burial survey of abandoned and existing crossing, and

WHEREAS, the scope of services to be provided by Bennett Trenchless Services includes: HDD construction observation and review services, and

WHEREAS, these support services will promote timely and successful construction of the project while also reducing risk to the City, and

WHEREAS, therefore, City staff recommends approving the agreement with O'Dell for Design Support During Construction for the Shackelford Sewer Crossing project, with inspection services by Bennett Trenchless as their subconsultant, and will cover the start-up of the project and the one year estimated for construction,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with O'Dell Engineering, Inc. dba O'Dell Engineering for Design Support During Construction for Shackelford Sewer Crossing project in an amount not to exceed $151,646 for the identified scope of services, plus $15,165 for additional services (if needed), for a maximum total amount of $166,811.

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 1st day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-271

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $1,006,009 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE SHACKELFORD SEWER CROSSING PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $1,006,009, in order to fund construction, contingency, construction administration and engineering support during construction for the Shackelford Sewer Crossing project, 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 2013-2014 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 1st day of July, 2014, 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 LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated construction, construction administration, contingency and engineering/design/administration costs for CIP Account #100544 "Shackelford Crossing", the total project costs need to be increased by $1,006,009. This would be done by adjusting Construction by $710,840, Construction Administration by $82,451, Contingency by $25,683, and Engineering/Design/Administration by $187,035.

To fund the above account, $1,006,009 will be transferred from Wastewater Fund Reserves into CIP Project 100544 for the Shackelford Sewer Crossing project.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-272

Print

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO AUTHORIZING THE ISSUANCE OF CITY OF MODESTO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (VILLAGE ONE #2) 2014 SPECIAL TAX REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $31,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND AN ESCROW AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Modesto (the "City") has formed the City of Modesto Community Facilities District No. 2004-1 (Village One #2) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act");

WHEREAS, the Community Facilities District is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Taxes;

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District previously issued its City of Modesto Community Facilities District No. 2004-1 (Village One #2) Special Tax Bonds, Series 2006 (the "Prior Bonds"), in the aggregate principal amount of $31,085,000;

WHEREAS, the Community Facilities District is authorized under the Act to issue bonds payable from the Special Taxes in order to refund the Prior Bonds;

WHEREAS, the Community Facilities District desires to refund the Prior Bonds;

WHEREAS, in order to provide a portion of the moneys required to refund the Prior Bonds, the Community Facilities District proposes to issue its City of Modesto

Community Facilities District No. 2004-1 (Village One #2) 2014 Special Tax Refunding Bonds (the "Series 2014 Bonds"), in the aggregate principal amount of not to exceed $31,000,000;

WHEREAS, in order to provide for the authentication and delivery of the Series 2014 Bonds, to establish and declare the terms and conditions upon which the Series 2014 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District proposes to enter into an Indenture with The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture");

WHEREAS, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has presented the Community Facilities District with a proposal, in the form of a Bond Purchase Agreement, to purchase the Series 2014 Bonds from the Community Facilities District (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Purchase Agreement");

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series 2014 Bonds, the underwriter thereof must have reasonably determined that the Community Facilities District has, or one or more appropriate obligated persons have, undertaken in a written agreement or contract for the benefit of the holders of the Series

2014 Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the Community Facilities District desires to enter into a Continuing Disclosure Agreement with the Goodwin Consulting Group, Inc., as dissemination agent (such Continuing Disclosure Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Agreement");

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2014 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement");

WHEREAS, in order to provide for the redemption of the Prior Bonds, the Community Facilities District desires to enter into an Escrow Agreement, by and between the Community Facilities District and The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the "Escrow Agreement");

WHEREAS, there have been prepared and submitted to this meeting forms of:

(a) the Indenture;

(b) the Purchase Agreement;

(c) the Continuing Disclosure Agreement;

(d) the Preliminary Official Statement; and

(e) the Escrow Agreement;

WHEREAS, the Community Facilities District desires to proceed to issue and sell the Series 2014 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2014 Bonds; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

NOW, THEREFORE, the City Council of the City of Modesto, acting as the legislative body of City of Modesto Community Facilities District No. 2004-1 (Village One #2), does hereby resolve, determine, and order as follows:

The foregoing recitals are true and correct, and the City Council so finds and determines.

Subject to the provisions of Section 3 hereof, the issuance of the Series 2014 Bonds, in an aggregate principal amount of not to exceed $31,000,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Series 2014 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

The refunding of the Prior Bonds is hereby approved. Such refunding shall be accomplished by paying the interest due and payable on the Prior Bonds to and including September 1, 2014 and redeeming the Prior Bonds on September 1, 2014 by paying the redemption price thereof. In accordance with Section 53363.8 of the Act, the Legislative

Body hereby designates the following costs and expenses as the "designated costs of issuing the Bonds:"

(i) all expenses incident to the calling, retiring, or paying of the Prior Bonds and incident to the issuance of the Series 2014 Bonds, including the charges of any agent in connection with the issuance of the Series 2014 Bonds or in connection with the redemption or retirement of the Prior Bonds;

(ii) the interest upon the Prior Bonds from the date of sale of the Series 2014 Bonds to the date upon which the Prior Bonds will be paid pursuant to call; and

(iii) any premium necessary in the calling or retiring of the Prior Bonds.

The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is 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, for and in the name of the Community Facilities District, to execute and deliver the Indenture 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 Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2014 Bonds in excess of $31,000,0000, shall not result in a final maturity date of beyond the last maturity date of the Prior Bonds and shall not result in a true interest cost for the Series 2014 Bonds in excess of the true interest cost of the Prior Bonds.

The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Purchase Agreement in the form presented 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 Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter's discount (not including any original issue discount) from the principal amount of the Series 2014 Bonds in excess of 0.70% of the aggregate principal amount of the Series 2014 Bonds. The City Council hereby finds and determines that the sale of the Series 2014 Bonds at negotiated sale as contemplated by the Purchase Agreement will result in a lower overall cost.

Notwithstanding the preceding provisions of this section or any other section of this resolution, the Series 2014 Bonds shall not be issued and sold to refund the Prior Bonds unless (a) the interest rates which will be contained in the Purchase Agreement with respect to the Series 2014 Bonds will result in a net present value savings in total debt service with respect to the outstanding Prior Bonds of at least three percent (3%).

The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community

Facilities District, to execute and deliver the Continuing Disclosure Agreement in the form presented 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 Continuing Disclosure Agreement by such Authorized Officer.

The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2014 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the Community Facilities District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Series 2014 Bonds, be and the same is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute the final Official Statement and any amendment or supplement thereto.

The Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Escrow Agreement in the form presented 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 Escrow Agreement by such Authorized Officer.

The City Manager or the Director of Finance is authorized to select a municipal bond insurer to insure payments of the principal of and interest on the Series 2014 Bonds so long as the City Manager or the Director of Finance determines that obtaining the municipal bond insurance policy provided thereby will result in a lower interest rate or yield to maturity with respect to the Series 2014 Bonds. Bond Counsel is hereby directed to make all changes to the Indenture, the Continuing Disclosure Agreement, the Purchase Agreement, the Escrow Agreement, the Preliminary Official Statement and the final Official Statement as are necessary to reflect the selection of a municipal bond insurer and the reasonable comments thereof.

The Authorized Officers and the officers and employees of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District 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.

All actions heretofore taken by the officers and employees of the City with respect to the issuance and sale of the Series 2014 Bonds, or in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

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, acting as the legislative body of the City of Modesto Community Facilities District No. 2004-1 (Village One #2), held on the 1st day of July, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-273

Print

RESOLUTION ACCEPTING WITH REGRET THE RESIGNATION OF JOE ROCHA FROM THE CITY OF MODESTO EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION, EFFECTIVE JUNE 12, 2014

WHEREAS, JOE ROCHA was reappointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission, and

WHEREAS, JOE ROCHA has tendered his resignation from the Equal Opportunity/Disability Commission and Human Relations Commission effective June 12, 2014, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of JOE ROCHA 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 JOE ROCHA 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 8th day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-274

RESOLUTION APPOINTING JOSH LITTLE TO FILL A "SERVICE PROVIDER" VACANCY ON THE CITY OF MODESTO HOUSING REHABILITATION AND LOAN 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, the Appointments Committee met on June 26, 2014, and recommended appointment of Josh Little to fill a "Service Provider" vacancy on the Housing Rehabilitation and Loan Committee.

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

SECTION 1. Josh Little is hereby appointed to the Housing Rehabilitation and Loan Committee with a term expiration of July 8, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Housing Rehabilitation and Loan 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 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-275

Print

RESOLUTION APPROVING A POLICY REVISION FOR CITY COUNCIL POLICY 1.008: CITIZEN ADVISORY GROUP APPOINTMENTS TO DEFINE THE RESPONSIBILITIES OF THE APPOINTMENTS COMMITTEE AND UPDATE THE REVIEW AND SELECTION PROCESS GOVERNED THROUGH THE APPOINTMENTS COMMITTEE

WHEREAS, Pursuant to Modesto Municipal Code Section 2-1.18, the responsibilities of the Appointments Committee are to review and make recommendations to City Boards, Commissions and Committees, and such other responsibilities established from time to time by Resolution of the Council;

WHEREAS, on June 26, 2014, the Appointments Committee finished the final review of City Council Policy 1.008 and requested revisions to the priorities for reviewing and recommending appointments to City Boards, Commissions and Committees.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves a policy revision for City Council Policy 1.008: Citizen Advisory Group Appointments to define the responsibilities of the Appointments Committee and maintaining the review and selection process governed through the Appointments Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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. 2014-276

RESOLUTION APPROVING A THIRD AMENDMENT TO THE MASTER AGREEMENT FOR AUDITING SERVICES BETWEEN THE CITY OF MODESTO AND MOSS-ADAMS, LLP; 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, 2014 to June 30, 2015, and

WHEREAS, the compensation amount needs to be amended to include an additional amount not to exceed $200,000,

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 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-277

Print

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT TITLED, "UPGRADE TRAFFIC SIGNALS - 2010", ACCEPTING THE BID, AND APPROVING A CONTRACT WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. OF ELK GROVE, CA, IN THE AMOUNT OF $868,597; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the Upgrade Traffic Signals - 2010 project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Upgrade Traffic Signals - 2010 project were opened at 11 a.m. on June 10, 2014, and later tabulated by the Director of Community & Economic Development for the consideration of the Council, and

WHEREAS, the Director of Community & Economic Development Department has recommended that the bid of $868,597.00 received from Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA be accepted as the lowest responsible bid and the contract be awarded to Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Upgrade Traffic Signals - 2010 project, accepts the bid from Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA in the amount of $868,597.00, and awards Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA the contract for the Upgrade Traffic Signals - 2010 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 July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-278

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 CAPITAL IMPROVEMENT PROGRAM BUDGET TO TRANSFER $121,934 FROM THE FOLLOWING LINE ITEMS: ENGINEERING, DESIGN, AND ADMINISTRATION (EDA), CONTINGENCY (CTGY), AND CONSTRUCTION ADMINISTRATION (CA) TO LINE ITEM CONSTRUCTION (CON) FOR CIP PROJECT NO. 100060, UPGRADE TRAFFIC SIGNALS - 2010 PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $121,934, to award the construction contract for the Upgrade Traffic Signals – 2010 project, and

WHEREAS, the Fiscal Year 2014-2015 Capital Improvement Program budget should be amended by transferring $77,167 from line item Engineering, Design, and Administration (EDA) to line item Construction (CON) for CIP Project No. 100060, and

WHEREAS, the Fiscal Year 2014-2015 Capital Improvement Project budget should be amended by transferring $12,696 from line item Contingency (CTGY) to line item Construction (CON) for CIP Project No. 100060, and

WHEREAS, the Fiscal Year 2014-2015 Capital Improvement budget should be amended by transferring $32,071 from line item Construction Administration (CA) to line item Construction (CON) for CIP project No. 100060.

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 transfer $ 121,934 from line item Engineering, Design, and Administration (EDA), Contingency (CTGY), and Construction Administration (CA) to line item Construction (CON) for CIP Project No. 100060.

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 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-279

Print

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FEHR & PEERS FOR TRAFFIC ANALYSES DOCUMENTATION ASSOCIATED WITH THE MODESTO URBAN AREA GENERAL PLAN MASTER EIR UPDATE, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on January 28, 2014, the City Council adopted Resolution No. 2014-41, which authorized a budget appropriation in the amount of $75,000 from General Fund Reserves is necessary to fund certain technical studies associated with the Modesto Urban Area General Plan Master Environmental Impact Report (Master EIR) update for the 2050 General Plan Amendment project, and

WHEREAS, traffic analyses and related work is necessary among the first steps in preparing the Master EIR, and

WHEREAS, City staff recommends an Agreement between the City of Modesto and Fehr & Peers Transportation Consultants be executed in an amount not to exceed $78,230 to allow Fehr & Peers to prepare the Master EIR traffic analyses and related documentation based on the scope of services supplied to City staff.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Agreement between the City of Modesto and Fehr & Peers Transportation Consultants, for the preparation of the Master EIR traffic analyses and related documentation, in an amount not to exceed $78,230 for the identified scope of services.

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 July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-280

Print

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MODESTO, COUNTY OF STANISLAUS, AND YOSEMITE COMMUNITY COLLEGE DISTRICT FOR THE CONTINUED OPERATIONS OF THE REGIONAL FIRE TRAINING CENTER, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Regional Fire Training Center (RFTC) operates under a joint use and management agreement between the City of Modesto, County of Stanislaus, and the Yosemite Community College District, and

WHEREAS, the RFTC offers vital training and educational opportunities for area firefighters and is known throughout the state as a premier fire training facility, and

WHEREAS, the facility is recognized by the California State Fire Marshall's Office as an accredited Regional Training Program, and

WHEREAS, the facility shares grounds/real property with the City's Fire Station 4, and

WHEREAS, the annual share of costs is roughly $54,000 per year, and

WHEREAS, the new agreement is for a three (3) year period, which will expire on June 30, 2017 and encompasses the maintenance and operation of the facility, and

WHEREAS, Staff recommends taking action to replace the expired agreement and ensure access to these vital training facilities.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between the City of Modesto, County of Stanislaus, and Yosemite Community College District for the continued operations of the Regional Fire Training Center, 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 July, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-281

Print

RESOLUTION OF RECOGNITION AND SUPPORT THE GRADUATION COACH PROGRAM, A UNITED WAY OF STANISLAUS COUNTY PROGRAM, IN PARTNERSHIP WITH CENTER FOR HUMAN SERVCES

WHEREAS, on May 27, 2014, a request was made to City Council to have the City of Modesto support the Graduation Coach Program, a United Way of Stanislaus County Program, in partnership with Center for Human Services, and

WHEREAS, the Mayor stated the City would come back with a resolution in support of the program, and

WHEREAS, United Way of Stanislaus County aims to impact our community through advancing the common good in three areas: education, income and health, and.

WHEREAS, the Graduation Coach Program is an evidence–based program involving dedicated "Graduation Coaches", available at targeted school sites, seeking to build long-term, sustained relationships with participating students that will connect them with their school and help make academic progress.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby recognizes and supports the "Graduation Coach Program", a United Way of Stanislaus County Program, in partnership with Center for Human Services.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-282

Print

RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT WITH FIVE, FIVE-YEAR OPTIONS TO EXTEND THE LEASE AGREEMENT BETWEEN THE CITY OF MODESTO AND VERIZON WIRELESS LCC FOR THE PLACEMENT OF A CELLUAR TOWER AT USTACH PARK STORM BASIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS, Verizon Wireless LCC desires to lease a cellular tower site located at Ustach Park Storm Basin for a period of five years with five (5), 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 Ustach Park to Verizon Wireless LLC for the said use for the sum of $1,200 per month with a rental increase of 10% of each extension term, and

WHERAS, Verizon Wireless LLC will install a stealth cellular tower at the Ustach Park Storm Basin and place cellular equipment on the ground in the vicinity of the pole, and

WHEREAS, Verizon Wireless LLC 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 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 shall cooperate full 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 Verizon Wireless LCC for a cellular site to be located on a portion of the Ustach Park Storm Basin, with five, 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 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-283

Print

RESOLUTION ACCEPTING THE WORK BY W.M. LYLES CO., FOR THE "SCENIC SEWER LIFT STATION 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 $1,686,684

WHEREAS, a report has been filed by the Director of Utilities that the Scenic Sewer Lift Station Project has been completed by W.M. Lyles Co., in accordance with the contract agreement dated December 4, 2012,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Scenic Sewer Lift Station Project is hereby accepted as complete from said contractor, W.M. Lyles Co., 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 $1,686,684 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 July, 2014, 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. 2014-284

RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER MANAGEMENT DROUGHT RELIEF PROP 84 GRANT IN AN AMOUNT NOT TO EXCEED $20 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 UTILITIES TO BE THE SIGNATORY OF GRANT INVOICE FORMS DURING REQUESTS FOR REIMBURSEMENTS

WHEREAS, in January 2014, Governor Brown authorized the Department of Water Resources (DWR) to expedite the IRWM grant funding cycle process for the purpose of funding drought relief and preparedness projects as a result of the severe statewide drought condition, and

WHEREAS, in April 2014, the DWR released draft guidelines and project solicitation proposal documents outlining the grant application criteria for these expedited grant monies, and

WHEREAS, the State finalized the IRWM grant proposal documents in early June and set a deadline for July 21st to submit grant applications with awards expected in October 2014, and

WHEREAS, the East Stanislaus Integrated Regional Water Management (IRWM) Partnership was formed under an M.O.U. in August 2011 between the Cities of Ceres, Hughson, Turlock, and Modesto, and

WHEREAS, this Partnership also includes a Cost Sharing Agreement for developing the IRWM Region and Plan, of which Modesto's cost share is 60%, and

WHEREAS, in September 2011 the state granted regional status to the East Stanislaus IRWM, and

WHEREAS, in June 2014 DWR issued a notice of compliance with the IRWM Plan Guidelines in their review of the IRWM Plan, and

WHEREAS, the City of Modesto has agreed to be the Lead agency to enter into these Grant Agreements with the DWR, and

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 an Integrated Regional Water Management Drought Relief Prop 84 Grant in an amount not to exceed $20 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 authorizing the Director of Utilities 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 8th day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-285

RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR AN INTERREGIONAL INTEGRATED REGIONAL WATER MANAGEMENT DROUGHT RELIEF PROP 84 GRANT ON BEHALF OF THE NORTH VALLEY RECYCLED WATER PROJECT IN AN AMOUNT NOT TO EXCEED $10 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 UTILITIES TO BE THE SIGNATORY OF GRANT INVOICE FORMS DURING REQUESTS FOR REIMBURSEMENTS

WHEREAS, in January 2014, Governor Brown authorized the Department of Water Resources (DWR) to expedite the IRWM grant funding cycle process for the purpose of funding drought relief and preparedness projects as a result of the severe statewide drought condition, and

WHEREAS, in April 2014, the DWR released draft guidelines and project solicitation proposal documents outlining the grant application criteria for these expedited grant monies, and

WHEREAS, the state finalized the IRWM grant proposal documents in early June and set a deadline for July 21st to submit grant applications with awards expected in October 2014, and

WHEREAS, on January 12, 2010, the City Council, by Resolution No. 2010-016, approved moving forward with a Regional Recycled Water Delivery System Feasibility Study (Phase 1 Feasibility Study) in partnership with the Del Puerto Water District (DPWD) in a Cost-sharing Agreement, and

WHEREAS, based on the findings of the complete Phase 1 Feasibility Study, it was determined that a regional recycled water project was feasible, and

WHEREAS, the parties agreed to initiate a Phase 2 Feasibility Study to develop the NVRRWP project alternatives (river conveyance and direct pipeline) so that the project meets the requirements for federal authorization and subsequent funding, and

WHEREAS, on February 25, 2014, the City Council, by Resolution No. 2014-68, approved a Cost-sharing Agreement with DPWD and the City of Turlock for a Phase 3 study which includes Final Alignment Determination, Facilities Planning, the EIR/EIS, Permitting and Outreach, as well as Prop 84 grant application support, and

WHEREAS, in June 2014 DWR issued a notice of compliance with the IRWM Plan Guidelines in their review of the IRWM Plan, and

WHEREAS, the City of Modesto has agreed to be the lead agency to enter into these Grant Agreements with the DWR, and

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 an interregional Integrated Regional Water Management Drought Relief Prop 84 Grant on behalf of the North Valley Recycled Water Project in an amount not to exceed $10 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 authorizing the Director of Utilities 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 8th day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-286

RESOLUTION APPROVING ADJUSTMENTS TO THE FIRE PREVENTION DEVELOPMENT USER FEES, PER SECTION 3-1.108 OF THE MODESTO MUNICIPAL CODE WITH ANNUAL INFLATIONARY ADJUSTMENTS

WHEREAS, Development User Fees recover the cost of service delivery, primarily composed of staff time, and

WHEREAS, in order to achieve self-sustaining services, fees must be adjusted periodically to reflect increases in cost for service, and

WHEREAS, these Development User Fees have not been increased since 2003, with some dating back as far as 1989, and

WHEREAS, the most recent study of Development User Fees (PRM Development User Fee Cost Analysis Study) took place in 2009 and while the study included the review of Fire Prevention fees, there was a management decision to leave existing fees at current levels, and

WHEREAS, Staff recommends an update to the fees schedule as shown in "**Attachment** 1" per the recommendations given in 2009, and

WHEREAS, Staff further recommends including the Fire Prevention User Fees in the annual review and approval of all Development User Fees inflationary adjustments by the Finance Committee and City Council as described in Resolution No. 2011-106, and

WHEREAS, the Finance Committee reviewed this item at its June 23, 2014, and recommended forwarding onto Council for consideration, and

WHEREAS, a duly noticed public hearing was held by the Council on July 8, 2014 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

RESCINDED
JUL 10 2018
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2018-296

heard relative to the proposed adjustments to the Fire Prevention Development User Fees, and annual inflationary adjustments,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves approving adjustments to the Fire Prevention Development User Fees, per Section 3-1.108 of the Modesto Municipal Code, and

BE IT FURTHER RESOLVED that inflationary adjustments to Fire Prevention Development User Fees will be reviewed annually for possible increases due to inflation.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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 LINDGREN, City Attorney

Fire Prevention Development User Fee Schedule			
	USER FEES	**CURRENT**	**PROPOSED**
1	New Shell Building	$65	$70
2	Complete Building	$81	$145
3	Tenant Improvement	$53	$60
4	Fire Sprinkler System	$24	$70
5	Fire Alarm Systems	$24	$70
6	Site Plan Review	$104	$165
7	Alternate Materials/Methods Evaluation	$312	$570
8	Underground Tank Abandon/Fill	$38	$150
9	*Each additional tank	$9	$35
10	Underground Tank Install	$38	$188
11	*Each additional tank	$13	$22
12	Underground Tank Removal	$49	$150
13	*Each additional tank	$24	$35
14	Convault Tank Install	$38	$203
15	*Each additional tank	$9	$29
16	Water Flow Test	$40	$52
17	On-Site Fire Main Test	$87	$122
18	Spray Booth Installation Permit	$48	$221
19	Hood and Duct System Installation	$49	$221

The specific fees for each service being proposed were calculated using the city-wide PRM Development User Fee Cost Analysis Study formula from March 2009

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-287

Print

RESOLUTION APPROVING THE FRAMEWORK FOR AN EMPLOYEE PARKING PILOT PROGRAM FOR THE DOWNTOWN AREA WITH VALLEY FIRST CREDIT UNION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL AGREEMENT

WHEREAS, on May 6, 2014 the City adopted an economic development incentive program for the downtown area, following the recommendation of the Downtown Modesto Partnership.

WHEREAS, in developing the incentives, the Downtown Modesto Partnership determined that a reduction in the cost of parking for employees is very important in helping the City best-realize the full economic value of downtown, but opted to delay any parking-related recommendations pending completion of a parking study.

WHEREAS, Nelson/Nygaard Consulting Associates gave a presentation to the City on the outcome of the parking study on June 24, outlining how Modesto can improve its parking management model.

WHEREAS, among other things, the presentation identified the following:

- Modesto should move toward a consumer-based pricing model, designed to best-match user demand.
- High, long-term, off-street parking pricing can be a significant deterrent to employers moving into the downtown and should be kept relatively low.

WHEREAS, Valley First Credit Union considered moving its corporate headquarters out of the City, but was convinced by the Alliance to consider downtown instead.

WHEREAS, Valley First Credit Union informed the Alliance that it wouldn't be able to justify locating downtown unless off-street parking prices were reduced and there is some guarantee that they would be reasonably contained.

WHEREAS, the Downtown Modesto Partnership is working on proposed changes to the overall parking management model in keeping with the recommendations of the parking study, but the changes won't be in place until after Valley First Credit Union needs to move from their current facility.

WHEREAS, the Downtown Modesto Partnership developed a proposed pilot program that is in keeping with the recommendations of the study and in-line with what will ultimately be proposed systemically.

WHEREAS, the proposed Employee Parking Pilot Program will not displace paid parking at the City's off-street parking facilities due to current relatively high vacancy rates.

WHEREAS, if paid parking is displaced in the first five years, the parking system will be made whole by tax revenues collected from economic activity generated downtown.

WHEREAS, the terms of the Employee Parking Pilot Program with Valley First Credit Union are proposed to be as follows:

- No charge for employee parking for the first five years for up to 100 employees. In exchange, Valley First will provide the Downtown Modesto Partnership and City with a written monthly review of the following:
    - Parking Accessibility
    - Parking Maintenance

- Parking Safety
- Parking Administration

- Where the methodologies recommended by the Nelson/Nygaard parking study are implemented, space availability is assured by the demand-based pricing system, and the following rules will apply:
  - Parking permits for the 11th Street Garage at $30 per month (40% percent of the current price).
  - Parking permits for surface lots on 9th Street at $15 per month (20% percent of the current price).
  - Permit fees increase when occupancy reaches the targeted threshold that is adopted (most likely 90%).
- Where a demand-based pricing system is not implemented, Valley First will be required to pay as much as $35 per stall, regardless of location (50% of the current price). Under this scenario, price points are guaranteed with an index that keeps prices constant with 2014 inflation-adjusted dollars for 20 years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves the framework for an Employee Parking Pilot Program with Valley First Credit Union for the downtown area, and authorizes the City Manager to execute the final agreement between the City and Valley First Credit Union.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-288

Print

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF CUSTODIAL SERVICES FOR CITYWIDE USE TO VARSITY FACILITY SERVICES, RANCHO CORDOVA, 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 $398,354, AND OVER FIVE (5) YEARS OF $1,991,770

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of custodial services, and

WHEREAS, the Purchasing Division issued RFP No. 1314-30 Custodial Services to twenty-five (25) prospective proposers, thirteen (13) 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. Seven (7) companies chose to respond, three (3) of which were local companies, and

WHEREAS, all seven (7) 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 custodial services for Citywide use to Varsity Facility Services, Rancho Cordova, 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 $398,354, and over five (5) years of $1,991,770, 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 custodial services for Citywide use to Varsity Facility Services, Rancho Cordova, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15, in Appropriation Units: 0100-33040-53300, 0100-33120-53300, 0100-33310-53300, 0100-33320-53300, 0100-33330-53300, 0100-34120-53300, 0100-34130-53300, 0100-52010-53300, 0100-52160-53300, 1700-53130-53300, 1700-53540-53300, 1700-53550-53300, 4100-45010-53300, 4100-45040-53300, 4100-45050-53300, 4210-44211-53300, 4210-44313-53300, 4210-44314-53300, 4530-53474-53300, 4530-53475-53300, 4540-53244-53300, 4890-56030-53300, 4891-56040-53300, 5110-12530-53300, 5400-53220-53300, 5800-52120-53300, 6700-80300-53300.

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 custodial services for Citywide use to Varsity Facility Services, Rancho Cordova, 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 Interim City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $398,354.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-289

Print

A RESOLUTION AUTHORIZING SUBMISSION OF THE CITY'S LOCAL TRANSPORTATION FUND CLAIM FOR FISCAL YEAR 2013-2014, IN THE AMOUNT OF $2,024,045, TO THE STANISLAUS COUNCIL OF GOVERNMENTS

WHEREAS, the Stanislaus Council of Governments (StanCOG) has informed the City that Local Transportation Funds (LTF) funds have been apportioned by StanCOG for allocation to the City, and

WHEREAS, this Claim for Other Purposes is the formal request by the City to StanCOG to release its apportionment of LTF funds for streets and bicycle purposes during the coming fiscal year, and

WHEREAS, LTF funds provide the required local match for Federal funds received for the purpose of street projects, and

WHEREAS, two percent (2%) of all LTF funds available to StanCOG are designated to be used for bicycle and pedestrian projects, and

WHEREAS, the City has prepared its LTF Claim for Fiscal Year 2013-2014 pursuant to Articles 4 and 8 of Chapter 4 of Part 11, Division 10 of the California Public Utilities Code, and

WHEREAS, Council action authorizing submission of the claim is required by StanCOG pursuant to Section 99261 of the California Public Utilities Code before any LTF funding can be released to the City,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes submission of the City's Local Transportation Fund Claim for

Fiscal Year 2013-2014, in the amount of $2,024,045, to the Stanislaus Council of Governments, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute any 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 July, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-290

Print

RESOLUTION APPROVING THE ALLOCATION OF ADDITIONAL HOME INVESTMENT PARTNERSHIP PROGRAM ENTITLEMENT FUNDS TO SATELLITE AFFORDABLE HOUSING ASSOCIATES (SAHA) AND AMERICAN BAPTIST HOMES OF THE WEST (ABHOW), IN THE AMOUNT OF $725,640, TO FURTHER ASSIST WITH CONSTRUCTION COSTS FOR THE DEVELOPMENT OF TOWER PARK SENIOR HOUSING, A 50-UNIT AFFORDABLE HOUSING RENTAL COMPLEX FOR VERY LOW INCOME SENIORS, AND AUTHORIZING THE ACTING CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THESE AGREEMENTS AND ANY RELATED DOCUMENTS

WHEREAS, the City of Modesto has been working with SAHA and ABHOW to complete the financing of the Tower Park Senior Housing Development, and

WHEREAS, the Project located at 17th and G Streets Modesto will provide 49 one-bedroom apartments of restricted affordable housing to seniors 55 years and over, plus one (1) two-bedroom manager's unit, and

WHEREAS, the apartments will be affordable to households earning between 30% and 60% of the area median income and ABHOW will be the property management agent and will also work in collaboration with third party agencies to provide supportive resident services to the tenants, and

WHERAS, on June 27, 2006, by Resolution No. 7-2006, the Redevelopment Agency (RDA) approved the purchase of 17th & G Streets property, also known as "Tower Park", and

WHEREAS, On February 22, 2011, the City Council, by Resolution No. 2011-062 approved a HOME loan in the amount of $2,700,000 to help fund Tower Park Senior Housing, a 50-unit senior apartment complex, 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 Tower Park 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 Capital Facilities Fees Exemptions for the Tower Park Senior Housing Development; the exemption resulting in the waiver of $436,250, and

WHEREAS, SAHA and ABHOW are in need of additional funding to complete the financing for the construction of this project and are requesting additional HOME funds, and

WHEREAS, by receiving the Tax Credit allocation, the project is now eligible to receive additional HOME funds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the allocation of additional HOME Investment Partnership Program Entitlement funds to Satellite Affordable Housing Associates (SAHA) and American Baptist Homes of the West (ABHOW), in the amount of $725,640.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the Interim City Manager, or his designee, to execute these agreements and any related documents.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 8th day of July, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-291

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF MARSHALL RIDDLE FROM THE CITY OF MODESTO PLANNING COMMISSION

WHEREAS, Marshall Riddle was appointed to serve as a member of the Planning Commission on January 1, 2013, and

WHEREAS, Marshall Riddle has tendered his resignation from the Planning Commission, and

NOW, THEREFORE, BE IT RESOLVED that the resignation of Marshall Riddle from the Planning Commission be, and hereby is accepted with regret.

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

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, by Councilmember Madrigal, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-292

Print

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF JAYLEN FRENCH FROM THE CITY OF MODESTO BOARD OF ZONING ADJUSTMENT

WHEREAS, Jaylen French was appointed to serve as a member of the Board of Zoning Adjustment (BZA) on May 3, 2011, and

WHEREAS, Jaylen French has tendered his resignation from the BZA, and

NOW, THEREFORE, BE IT RESOLVED that the resignation of Jaylen French from the BZA be, and hereby is accepted with regret.

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

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, by Councilmember Madrigal, 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
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: Adam Lindgren
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-293

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 408 F STREET IN WATERFORD (APN: 134-008-059) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, or his designee, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 408 F Street in Waterford, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 408 F Street in Waterford.

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 special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-294

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 408 F STREET IN WATERFORD (APN: 134-008-059), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 408 F Street in Waterford is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 408 F Street in Waterford (APN: 134-008-059).

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 special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-295

RESOLUTION APPROVING A FIRST 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 $43,709.73; 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, in an effort to accelerate planning and construction of the interchange improvements, the City Council approved $1.3M in the FY2005-06 Capital Improvement Program and subsequently approved staff's request to explore the City of Modesto taking the lead on the State Route 99/Pelandale Avenue Interchange Improvements – Project Approval and Environmental Document (PA&ED), and

WHEREAS, following Council approval, City staff worked with the California Department of Transportation (Caltrans) and StanCOG to obtain lead agency status for this project, and

WHEREAS, an initial study with Mitigated Negative Declaration was prepared by the City's consultant and submitted to the State of California Department of Transportation (Caltrans) for approval. This Document (SCH# 2009072012) was approved by Caltrans on September 28, 2009, and

WHEREAS, on February 3, 2009, the City Council, by Resolution No. 2009-058, approved a Cooperative Agreement between the City of Modesto and Caltrans for the preparation of Plans Specifications and Estimates (PS&E) for the State Route

99/Peleandale Avenue Interchange Reconstruction Project. This Cooperative Agreement formalized the City's lead agency status for preparation of PS&E, and

WHEREAS, Plans, Specifications and Estimates (PS&E) have been completed by the Dokken Engineering and Encroachment Permit No. 1012-NMC-0741 has been issued by Caltrans, and

WHEREAS, on November 14, 2006, the City and Dokken Engineering entered into an agreement, City Council Resolution No. 2006-720, to prepare Project Approval and Environmental Document (PA&ED). Dokken Engineering completed PA&ED and was approved by California Department of Transportation (Caltrans) on December 21, 2009, and

WHEREAS, on March 9, 2010, the City and Dokken Engineering entered into an agreement, City Council Resolution No. 2010-90, to prepare Plans, Specifications and Estimates (PS&E) for State Route 99 and Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, on February 14, 2012, the City and Dokken Engineering entered into a third amendment to the agreement, City Council Resolution No. 2012-63, to include Right of Way Engineering, Appraisals and Acquisition Services, 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, the City must perform biological survey's and training during time of construction, and

WHEREAS, City staff has determined it is in the best interest of the public and the City of Modesto to hire Dokken Engineering as the most qualified and efficient firm to perform biological survey's and training for the State Route (SR) 99 / Pelandale Avenue Interchange Reconstruction project, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First 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 $43,709.73.

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

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-296

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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, 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

FISCAL YEAR 2013-14

PARKS RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to recognize $230,892 in additional General Fund revenue for the agreement between the Modesto City Schools and the City of Modesto for After School Programs. These revenues are used in part to offset the expense of staff time related to administering these after school programs and are restricted in their use to pay for expenses related to this program area. This budget adjustment will also appropriate this amount to the expense budget in the After School Programs Division.

A budget adjustment is necessary to recognize $616,853 in unbudgeted revenue in Green Waste Fund (Fund 4892) resulting from an increase to the schedules of rates and charges for garbage service in the City of Modesto.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-297

RESOLUTION AUTHORIZING THE AWARD OF PROPOSALS AND CONTRACTS FOR THE FURNISHING OF HAZARDOUS WASTE SPILL CLEANUP SERVICES FOR THE DEPARTMENT OF UTILITIES, WASTEWATER DIVISION, TO ADVANCED CHEMICAL TRANSPORT, MERCED, CA, AS "PRIMARY" CONTRACTOR AND CLEANHARBORS, SAN JOSE, 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 INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACTS FOR AN ESTIMATED ANNUAL COST OF $15,000, AND OVER FIVE (5) YEARS OF $75,000

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of hazardous waste spill cleanup services, and

WHEREAS, the Purchasing Division issued RFP No. 1314-25 Hazardous Waste Spill Cleanup to six (6) prospective proposers, one of which was a local company, 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, neither of which were local companies, and

WHEREAS, both companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of three (3) City staff members evaluated and graded the proposals, and

WHEREAS, in order to ensure continued services to the City, contracts shall be awarded to both contractors to meet the City's needs. 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 responsive and responsible proposals, City staff recommends the award of proposals for the furnishing of hazardous waste spill cleanup services for the Department of Utilities, Wastewater Division, to Advanced Chemical Transport, Merced, CA, as "primary" contractor and CleanHarbors, San Jose, 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 $15,000, and over five (5) years of $75,000, 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 proposals for the furnishing of hazardous waste spill cleanup services for the Department of Utilities, Wastewater Division, to Advanced Chemical Transport, Merced, CA, as "primary" contractor and CleanHarbors, San Jose, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, 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 proposals for the furnishing of hazardous waste spill cleanup services for the Department of Utilities, Wastewater Division, to Advanced Chemical Transport, Merced, CA, as "primary" contractor, and CleanHarbors, San Jose, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Primary Appropriation Unit: 4480-44111-53300,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposals and contracts for the furnishing of hazardous waste spill cleanup services to Advanced Chemical Transport, Merced, CA, as "primary contractor, and CleanHarbors, San Jose, 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 Interim City Manager, or his designee, is hereby authorized to execute the contracts for an estimated annual cost of $15,000, and over five (5) years of $75,000.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-298

RESOLUTION APPROVING AN AUTOMATIC AND MUTUAL AID AGREEMENT BETWEEN THE CITY OF MODESTO, CITY OF CERES, CITY OF TURLOCK AND STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the boundary drop/resource sharing concept is an expanded automatic aid agreement that includes the entire response area for participating agencies, and

WHEREAS, under this agreement the participating agencies agree to send the closest most appropriate resource to an emergency regardless of jurisdictional boundaries, and

WHEREAS, the following agencies will be included in this Automatic Aid Agreement; City of Modesto, City of Ceres, Stanislaus Consolidated Fire Protection District and the City of Turlock, and

WHEREAS, participating agencies will maintain governance autonomy in regards to personnel, labor contracts (HR), budgetary responsibilities and service levels. Operationally, agencies will function in an integrated manner, and

WHEREAS, the closet most appropriate resource will be dispatched to the emergency regardless of their jurisdiction, and

WHEREAS, each agency will commit to and work under standardized operational policies/procedures, training programs, communication systems with the goal of moving toward a common equipment and apparatus platform, and

WHEREAS, moving to this model will result in increased levels of service to the citizens and improve the safety and operational effectiveness for the firefighters of participating agencies,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Automatic and Mutual Aid Agreement between Stanislaus County Fire Agencies, substantially in the form **attached**.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement, as approved by the City Attorney.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Automatic and Mutual Aid Agreement Among
the City of Modesto, the City of Ceres, the Stanislaus Consolidated Fire Protection District, and the City of Turlock

THIS AUTOMATIC AND MUTUAL AID AGREEMENT ("Agreement") is made this 1st day of August 2014, by and among the following public agencies and those agencies that have contractual agreements with the following agencies of the State of California located within the County of Stanislaus:

City of Modesto Fire Department
City of Ceres Fire Department
Stanislaus Consolidated Fire Protection District
City of Turlock Fire Department

Each of the above agencies may be referred to in this Agreement as a "Party" and collectively as the " Parties" or " Agencies".

WITNESSETH

WHEREAS, each of the Parties hereto has an interest in achieving an All-Hazards response to emergency incidents and more specifically the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and,

WHEREAS, each of the Parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and,

WHEREAS, in the event of a major fire, disaster or other emergency, a Party may need the assistance of the one or more of the other Parties to provide supplemental fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and,

WHEREAS, each Party is recognized as having the necessary equipment and personnel available to enable it to provide such services to the other Parties in the event of such a major fire, disaster, or other emergency; and,

WHEREAS, the jurisdictions of each Party are located in such a manner as to allow each Party to render automatic and mutual assistance to the other Parties; and,

WHEREAS, each of the Parties has determined that it is in the best interests of each Party to set forth guidelines for providing automatic and mutual assistance in the case of a major fire, disaster or other emergency; and,

WHEREAS, in addition to providing automatic and mutual assistance, employees o f a Party may desire to volunteer for another Party to allow employees of the other Party to attend

funeral, parades and other special events; and,

WHEREAS, the Parties wish to allow employees to do so pursuant to the terms and conditions contained in this Agreement.

DEFINITIONS

The following definitions are hereby included to assist in the interpretation and implementation of this agreement:

"Automatic Aid" is defined as the dispatch of fire, emergency medical, rescue and other emergency response resources to an emergency incident based on the availability of the closest agency resource regardless of political jurisdiction or boundaries, and in concert with an approved Operational Area Plan.

"Chief Executive Oversight Committee" is a committee made up of the Fire Chiefs and or their designees. Responsibilities include setting policy direction, approving recommendations from Steering Committee, and reporting to their Agency's board or council.

"Steering Committee" is the committee charged with planning, developing, and implementing operational components based on adopted policy set by the Chief Executive Oversight committee. The committee makes recommendations to the Chief Executive Oversight committee. The committee is comprised of each Agency's Operations Chief and or their designees as well as labor representatives.

"Operations Committee" is the committee charged with planning, scheduling, and implementing training to all parties. In addition, the training committee will develop and review standard operating procedures and make recommendations to the Steering Committee. The committee is comprised of each Agency's designee for policy development and training implementation.

"Closest Resource Unit" is an emergency response unit that is staffed and available for immediate dispatch.

"Emergency" is defined as a potentially life threatening or property damaging event including, but not limited to, structure fires, vegetation fires, vehicle fires, basic and advanced life support, rescues, hazardous material releases, aircraft emergencies and other types of incidents that the agencies respond to.

"Jurisdictional Agency" is the fire department or fire district having legal responsibility for emergency response to an incident.

"Move-Up and Cover" is defined as the practice of relocating and posting response resources to cover emergencies in another agency's response area where resources have been depleted.

"Mutual Aid" refers to the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of Section 8668 of the California Emergency Services Act.

"Operational Area Plan" is the companion document intended to implement the provisions of this Agreement, signed by the Fire Chief of each agency and containing standard operating guidelines for response, command and control, personnel and staffing, move-up and cover, and communications.

"Specialized Agency Resources" is defined as those agency resources that are exclusive and not available within each jurisdiction. Examples include, but are not limited to hazardous material units and specialized rescue equipment.

"SR911" is the acronym that describes the Stanislaus Regional 9 1 1 Communication Center, the joint power authority that dispatches agencies to emergency incidents.

PURPOSE

The stated purpose of the Agreement is to provide automatic and mutual aid assistance to the Parties for control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and in the event of a major fire disaster or other emergency. Pursuant to the terms and conditions set forth below, the Parties agree to endeavor to cooperatively provide an appropriate, consistent and efficient full service emergency medical services system without regard to jurisdictional boundaries.

It is not the intent of this agreement to supplement or replace response capabilities or resources to any jurisdiction that has reduced existing staffing or service levels.

AUTOMATIC AID PROVISION

When requested by a Party, one or more of the other Parties shall respond with appropriate staffing and equipment to provide assistance with fires of all types and other emergencies of all types within the jurisdiction of the Party requesting assistance ("Automatic Aid"). The Party requesting Automatic Aid in a particular incident shall be the "Requesting Party". Any Party providing Automatic Aid in a particular incident shall be the "Responding Party". All Automatic Aid shall be provided within the limits of County of Stanislaus and any lands that are within the jurisdiction of any of the Parties.

OPERATIONAL AREA PLAN

All agencies acknowledge that an Operational Area Plan ("Plan") shall be developed to implement the provisions of this agreement. The Plan shall be developed cooperatively by all agencies and shall be signed by the Fire Chief of each agency. This Plan shall only be in force and operational between the agencies signing this agreement.

The Plan shall not exceed the authority or subject matters identified in this agreement, nor conflict with any terms of this agreement, nor agree to any additional allocation of resources other than as provided in this agreement. The Plan shall be reviewed on an annual basis or from time-to-time upon the request of at least three-fourths (3/4) of the parties, and shall be modified as appropriate to take into consideration changing circumstances and capabilities of the agencies. All modifications to the Plan shall be in writing and signed by all agencies.

LIMITATIONS ON RESPONSES

Each Party's obligation hereunder shall be expressly contingent upon its staffing and equipment availability and financial limitations, as well as existing fire conditions within the jurisdiction of that Party, as determined in its sole and absolute discretion. Each Party's response under this Agreement may not interfere with the Responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdiction. Each Party shall endeavor to notify the other Parties in advance when it knows that its equipment or staffing will not be available to respond within the jurisdiction of the other Parties.

At such time response requests or assistance provided under this agreement are utilized to address impacts of a reduction of resources or capabilities, all parties will convene to review the agreement and make necessary changes to ensure the stated purpose and intent of the agreement is preserved.

COMMUNICATIONS CENTERS

Any Party wishing to request Automatic Aid shall communicate its request through their respective communication centers. Automatic and Mutual Aid requests shall be processed in accordance with the policies and procedures agreed to by the member agencies of the centers.

COMMAND RESPONSIBILITY AT EMERGENCY SCENE

Whenever a Responding Party provides Automatic or Mutual Aid, incident command and operational organization shall follow the National Incident Management System (N.I.M.S.) and Incident Command System (I.C.S.) doctrine. Ifthe Incident Commander (as defined by N.I.M. S and I.C.S. doctrine) specifically requests a senior officer of the Responding Party to assume command, and then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

INCIDENT COMMUNICATION

For command and control effectiveness, as well as incident safety, Automatic or Mutual Aid incident communication shall utilize voice radio on the assigned tactical frequency assigned by the SR911.

INCIDENT SAFETY

It is the responsibility of the Incident Command (as defined by N.I.M.S and I.C.S. Doctrine) to ensure a safety plan is developed for each incident where Automatic or Mutual Aid is provided.

INCIDENT PUBLIC INFORMATION

Public information messaging and dissemination shall be in accordance with local agency policies.

LIABILITY

Each party agrees to protect, save harmless, indemnify, and defend the other, its governing body, officers, agents, and employees from any and all loss, damage or liability (including injury and death), including without limitation, all reasonable legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by a party hereto, its governing body, officers, agents and employees, caused by, arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its governing body, officers, agents, contractors, and employees. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

This indemnity shall survive the completion, cancellation or termination of the Agreement.

POST RESPONSE RESPONSIBILITY

Upon completion of the rendering of Automatic or Mutual Aid, such assistance and help as is necessary will be given by the Parties to locate and return any items of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

COMPENSATION

Each Party agrees that it will not seek from the other Party compensation for services rendered under this Agreement for the first 12 hours of each individual incident-requiring Automatic or Mutual Aid. Should services be extended beyond 12 hours, the Responding Party shall be reimbursed for equipment and staff in accordance with the provisions contained within the most current version of the California Fire Master Mutual Aid Agreement. Each Party shall at all times be responsible to its own employees for the payment of wages and any and all forms of other compensation.

INSURANCE

Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities hereunder. Each party is responsible for its own self-insured retentions and deductibles. Each party agrees to provide the other parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

COMMANDING OFFICERS

Each Party shall designate an employee or officer (each a "Commanding Officer") to act as its representative for the performance of this Agreement. This election shall be made in a writing sent to the other Parties and may be modified in writing from time to time. Each Commanding Officer shall have the power to act on behalf of their respective Party for all purposes under this Agreement. If any Party fails to designate a Commanding Officer or the designee is otherwise incapacitated or unavailable, that Party's Fire Chief or his or her designee shall serve as the Commanding Officer until such time, if ever, as another employee or officer is designated.

PRE-INCIDENT PLANNING

The Commanding Officers of the Parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where Automatic Aid may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction.

VOLUNTEER EXCHANGE

In addition to Automatic and Mutual Aid Assistance, a Party's employees may occasionally desire to volunteer for another Party to allow employees of the other Party to attend funerals, parades and other special events (each a "Special Event"). The Parties are willing to allow their employees to volunteer for another Party for a Special Event, subject to the terms and conditions set forth in the attached Appendix A to this Agreement, incorporated by this reference. In the event of any conflict between the terms and conditions of this Agreement and those contained in Appendix A, the more specific provisions shall control over the more general.

TRAINING STANDARDS

Each Party warrants that it's training and operational standards are at least as restrictive as those typically and customarily employed by fire departments throughout California, including, but not limited to, applicable wild land training standards. Each Party further warrants that all equipment, including, but not limited to, vehicles, shall be operated by staff with the applicable and appropriate training and licensing. Each Party shall indemnify and hold harmless the other Parties for any liability related to the Party's failure to meet and maintain these standards.

SPECIALIZED AGENCY RESOURCES

Parties agree that specialized agency resources are not subject to the terms of this agreement. Said resources may be made available pursuant to call when needed as determined by the Responding Party or through contract for services between agencies outside the terms of this agreement.

TERMINATION

Any of the Parties hereto may withdraw from this Agreement by giving ninety- (90) calendar days' notice in writing of such withdrawal to the other Parties.

If any Party defaults in the performance of any of the terms or conditions of this Agreement ("Breaching Party"), it shall have ten (10) days after service upon it of written notice of such default in which to cure the default. In the event that the Breaching Party fails to cure its default within such period of time, the other Parties shall have the right to terminate this Agreement with respect to the Breaching Party without further notice and without prejudice to any other remedy to which they may be entitled by law or in equity. A Consensus decision of the participating Parties to terminate the Agreement with respect to the Breaching Party shall be sufficient to involuntarily withdraw the Breaching Party from the Agreement. The failure of the Parties to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

AGREEMENT NOT EXCLUSIVE

This Agreement does not prevent and shall not be deemed to impair any Party's right to enter into additional aid agreements, as that Party deems necessary and proper.

THIRD PARTY RIGHTS

The Parties agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than the Parties.

PRIVILEGES AND IMMUNITIES

Any and all privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.

INDEPENDENT CONTRACTOR STATUS

Each Party shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This

Agreement may only be modified by a written agreement signed by all Parties.

GOVERNING LAW

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in the Stanislaus County Superior Court.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the Parties.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall constitute an original.

SEVERABILITY

In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement, Such invalidity, illegality or un-enforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

AUTHORITY TO ENTER AGREEMENT

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

INSURANCE

The following insurance requirements shall be specific to Special Event Coverage and shall be required.

Workers' Compensation. Authorizing Party shall maintain Workers' Compensation Insurance or self-insurance for their own employees without cost to the other Recipient Party. This coverage shall apply to the Authorizing Party's employees when they are providing Special Event Coverage for the Recipient Party, provided that the employee is identified in the applicable Special Event Authorization. The Authorizing Party shall defend, indemnify and hold harmless the Recipient Party with respect to workers' compensation claims filed by the Authorizing Party's employees.

General Liability Insurance. Each Party shall provide its own insurance or self- insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance. This coverage shall apply to the Authorizing Party's employees when they are providing Special Event Coverage for the Recipient Party, provided that the Authorizing Party employee is identified in the applicable Special Event Authorization.

However, in the event the Authorizing Party's employee is using the apparatus or equipment of the Recipient Party, the Authorizing Party's obligation is limited to providing the insurance coverage for its employee and the Recipient Party shall be responsible for providing coverage for its apparatus and equipment.

Additional Insurance Coverage. The minimum insurance requirements of the Authorizing Party for its employees to participate in the Special Event and shall in no way limit or prevent an Authorizing Party or a Recipient Party from providing additional insurance coverage or benefits to its employees.

RECORDKEEPING NON-EMPLOYMENT STATUS

Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

END

[Signature page follows]

City of Modesto, City Manager	Date
City of Modesto Fire Department	Date
Representative City of Ceres Fire Department	Date
Representative Stanislaus Consolidated Fire Protection District	Date
Representative City of Turlock Fire Department	Date

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-299

Print

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO CITY SCHOOLS FOR THE SERVICES OF FOUR MODESTO POLICE OFFICERS/SCHOOL RESOURCE OFFICERS TO PROVIDE DIRECT LAW ENFORCEMENT SERVICES TO THE MODESTO CITY SCHOOLS DISTRICT AT 12 SCHOOL SITES IN AN AMOUNT NOT TO EXCEED $448,000; AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, Modesto City Schools (MCS) would like to have the services of four Modesto police officers to provide prevention, intervention, and enforcement services to students, their families and staff at the following schools: Beyer, Davis, Downey, Johansen, Modesto, Enochs, Elliott, and Gregori High Schools, and Hanshaw, Mark Twain, Roosevelt and LaLoma, and

WHEREAS, the Modesto Police Department can provide specially trained, uniformed police officers to provide campus supervisor training, in-services, and consultations with site staff and District administrators, and

WHEREAS, the police officers can act as liaisons between the Modesto Police Department and MCS, and

WHEREAS, the police officers can take any law enforcement action at the district school sites, if warranted, and

WHEREAS, the term of this Agreement is July 1, 2014, to June 30, 2015, and

WHEREAS, the City will be compensated by MCS in an amount not to exceed $448,000 for the services of four Modesto police officers,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement between the City of Modesto and Modesto City Schools for the services of four Modesto Police Officers/School Resource Officers to

provide direct law enforcement services to the Modesto City Schools District at 12 school sites in an amount not to exceed $448,000.

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

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-300

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE SERVICES OF ONE MODESTO POLICE OFFICER/SCHOOL RESOURCE OFFICER AT PETERSEN ALTERNATIVE CENTER FOR EDUCATION CAMPUS IN THE AMOUNT OF $112,000; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Stanislaus County Office of Education (SCOE) requires one Modesto police officer to provide direct law enforcement services, expertise and training, and to act as a School Resource Officer at Petersen Alternative Center for Education campus, and

WHEREAS, the Modesto Police Department can provide a specially trained, uniformed police officer who can take any enforcement action at the school site, if warranted, and

WHEREAS, the officer's presence with the students provides mentoring and protection of youth in our community, and

WHEREAS, the City will be compensated by the SCOE in the amount of $112,000 for the services of one Modesto police officer for 9.5 months, and

WHEREAS, the term of this Memorandum Of Understanding is August 12, 2014 to May 28, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Memorandum of Understanding with Stanislaus County Office of Education for the services of one Modesto Police Officer/School Resource Officer at Petersen Alternative Center for Education campus in the amount of $112,000.

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

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-301

Print

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACCEPT FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFERS, AND EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, Modesto City-County Airport is a 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 from the Airport Improvement Program (AIP), and

WHEREAS, the local 10% match required for grants will be paid from Passenger Facility Charges (PFCs) collected by the airlines from enplaning passengers, 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 accept FAA grant offers, and execute any documents related to airport improvement projects contained in the grant offers.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-302

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE THE AWARD OF BID FOR CONSTRUCTION OF THE AIRWAY OBSTRUCTION MANAGEMENT PROJECT

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, the FAA previously identified airway obstructions in and around the Airport, and

WHEREAS, Council approved the Environmental Impact Report (EIR), Resolution 2014-92, that identified trees that are in navigable air space, and

WHEREAS, Council approved Resolution 2014-237 for an agreement with Kimley-Horn and Associates (KHA) to perform engineering, design and construction on various airport projects, including Airway Obstruction Management.

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 Airway Obstruction Management Project.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to sign the award of bid for construction regarding Airway Obstructions and execute an agreement in a form approved by the City Attorney.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-303

RESOLUTION ACCEPTING THE WORK BY ADVANCED INDUSTRIAL SERVICES, INC., FOR THE "INTERIOR RECOAT TANK 3 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 $246,300

WHEREAS, a report has been filed by the Director of Utilities that the Interior Recoat Tank 3 Project has been completed by Advanced Industrial Services, Inc., in accordance with the contract agreement dated January 14, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Interior Recoat Tank 3 Project is hereby accepted as complete from said contractor, Advanced Industrial Services, 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 $246,300 is authorized as provided in the contract.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-304

RESOLUTION APPROVING AN 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 $57,472, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, the Industrial Tank 13 and Pump Station 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, 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 (APN 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 April 27, 2010, by Resolution No. 2010-152, Council approved an agreement with NorthStar to complete the 35% design services for the Industrial Tank 13 and Pump Station project and summarize the project scope and cost estimates in a PDR , and

WHEREAS, on January 25, 2011, by Resolution No. 2011-25, Council approved an agreement with NorthStar to complete the final design services for the Industrial Tank 13 and Pump Station project, and

WHEREAS, in April 2012, due to lack of construction funding, the final design of the Industrial Tank 13 and Pump Station project was put on hold, and

WHEREAS, funding for construction of the Industrial Tank 13 and Pump Station project has been re-established and the design must now be completed, and

WHEREAS, the agreement with NorthStar needs to be amended to provide additional project management, project support, final design, and bid period services to complete the project, and

WHEREAS, City staff does not have the staffing level or subject matter expertise to provide final design services for the Industrial Tank 13 and Pump Station project, and

WHEREAS, therefore, City staff recommends approving the Amendment to Agreement with NorthStar 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 an Amendment to Agreement with NorthStar Engineering Group, Inc. for Final Design Services for Industrial Tank 13 and Pump Station project in an amount not to exceed $57,472.

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 special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-305

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE DISPOSAL OF GRAY WATER FOR THE UTILITIES DEPARTMENT – WATER SERVICES DIVISION, TO EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD), OAKLAND, CA. FOR A TWO-YEAR AGREEMENT WITH THREE 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 $27,000, AND $135,000 OVER FIVE YEARS

WHEREAS, the Water Services Division must dispose of gray water produced by the wells in the City of Grayson on a regular basis, and

WHEREAS, these wells are the only source of water for the Grayson community and they must be kept up and running at all times, and

WHEREAS, East Bay Municipal Utility District (EBMUD) is currently the only licensed facility in the surrounding area that can accept disposal of the gray water, and

WHEREAS, the gray water needs to be disposed of approximately 11 times per month with an average of 5,000 gallons each time, and

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

WHEREAS, there are exceptions to the rule set forth in MMC 8-3.204 (b), which states that where the Purchasing Agency's requirements can be met solely by a single article or process, and the disposal of gray water to EMBUD meets these requirements,

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 disposal of gray water for the Utilities Department – Water Services Division to East Bay Municipal

Utility District (EBMUD), Oakland, CA for a two-year agreement with three one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Council authorizes the Purchasing Manager, or his designee, to issue a purchase agreement for an estimated annual cost of $27,000, and $135,000 over five years.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-306

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE PURCHASE AND DELIVERY OF BULK FUELS AND OILS/LUBRICANTS FOR USE CITYWIDE TO SC FUELS, ORANGE, CA, (BULK FUEL), AND E.R. VINE & SONS, CERES, CA, (OILS/LUBRICANTS), 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 $1,909,975, AND OVER FIVE (5) YEARS OF $9,549,875

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase of bulk fuels and lubricants, and

WHEREAS, the Purchasing Division issued RFB No. 1314-35 Bulk Fuels and Lubricants to seven (7) prospective bidders, three (3) of which were local companies, and posted the bid on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Six (6) companies chose to respond, one of which was a local company, and

WHEREAS, all six (6) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bids, City staff recommends the award of bids for the purchase and delivery of bulk fuels and oils/lubricants for use Citywide to SC Fuels, Orange, CA, and E.R. Vine & Sons, Ceres, 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 $1,909,975, and over five (5) years of $9,549,875, 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 and delivery of bulk fuels and

oils/lubricants for use Citywide to SC Fuels, Orange, CA, and E.R. Vine & Sons, Ceres, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, sufficient funds are budgeted in Primary Unit: 4100-45050-52220, 4210-44313-52220, 4210-44314-52220, 4540-53244-52220, and 5400-53255-52220

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the purchase and delivery of bulk fuel and oils/lubricants for use Citywide to SC Fuels, Orange, CA, (bulk fuel), and E.R. Vine & Sons, Ceres, CA, (oils/lubricants), 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 $1,909,975, and over five (5) years of $9,549,875.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-307

RESOLUTION APPROVING A CLARATINA ACCESS AGREEMENT BETWEEN THE CITY OF MODESTO AND JWG MCHENRY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR A RIGHT-IN-ONLY ACCESS RAMP FOR THE NEW INFINITI DEALERSHIP FROM CLARATINA AVENUE, APPROXIMATELY 590 FEET EAST OF MCHENRY AVENUE

WHEREAS, JWG McHenry, LLC, has proposed a commercial center that includes two Infiniti Automotive Dealerships and retail space with access from Claratina Avenue via a slip ramp, located at the southeast corner of McHenry Avenue and Claratina Avenue, and

WHEREAS, Claratina Avenue is designated a Class B Expressway in the City's General Plan, and

WHEREAS, a Class B Expressway is a high volume roadway where access is controlled and limited to encourage traffic flow and overall operational viability of expressways in the community, and

WHEREAS, Section V(B)(5)(C) of the General Plan includes policies limiting access to expressways and requires City Council approval for non-residential uses to directly access Class B or Class C Expressways, and

WHEREAS, on September 3, 2013, the City Council made the necessary findings (Resolution No. 2013-321) and approved access to Claratina Avenue for the property located at the southeast corner of McHenry Avenue and Claratina Avenue, and

WHEREAS, Resolution No. 2013-321 also provided that prior to issuance of an encroachment or building permit for work related to the slip ramp, JWG McHenry, LLC, would receive approval of an access agreement from the City Council and approval of the slip ramp design from the City Engineer, and

WHEREAS, the City Engineer has approved the slip ramp design,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Claratina Access Agreement between the City of Modesto and JWG MCHENRY, LLC, a California limited liability company.

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 12th day of August, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-308

Print

RESOLUTION APPROVING THE AGREEMENT FOR PARTICIPATION IN THE STANISLAUS OPERATIONAL AREA ORGANIZATION; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE AGREEMENT

WHEREAS, Senate Bill 1871 resulted from the impact of the Oakland / Berkeley Hills Fire of 1991, and requires each County in California to formally organize as an "Operational Area" for the purpose of enhancing large-scale emergency management concepts and plans, and

WHEREAS, Government Code Article 9, Section 8605, establishes the authority of this "Operational Area" and provides the means for the appropriate parties, the County and all cities within the County, to form an "Operational Area Council" to coordinate and manage emergency management issues on behalf of the public and selected private agencies within Stanislaus County, and

WHEREAS, in June 1998, the City Council and Board of Supervisors adopted the initial "Agreement for the establishment and participation in the Stanislaus Operational Area Organization," along with the other eight cities, and

WHEREAS, the Agreement was renewed in 2004 and again in 2010. The 2010 Agreement was updated to reflect the role of the Disaster Council and the Operational Area Council and is set to expire this October, and

WHEREAS, the recommended Agreement is based on the 2010 Agreement; there have been no changes to the expiring Agreement other than the term, and

WHEREAS, on April 17, 2014 the Operational Area Council reviewed and approved the Agreement and recommended it be submitted to the Disaster Council

for approval. On May 15, 2014 the Stanislaus County Disaster Council reviewed and approved the Agreement and recommended that it be submitted to the Board of Supervisors and each of the nine City Councils for approval,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Agreement for Participation in the Stanislaus Operational Area Organization.

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 12th day of August, 2014, 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. 2014-309

RESOLUTION APPROVING AN ENTERTAINMENT PERMIT FOR X-FEST MODESTO 2014 AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE ENTERTAINMENT SPECIAL EVENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, X-Fest Modesto 2014 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 exits; and

WHEREAS, X-Fest Modesto has procured Olympic International Security, Inc. to provide 200 security guards to assist the Modesto Police Department to ènsure 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; and

WHEREAS, this item was not heard by the Entertainment Committee on August 7, 2014 due to conflicts of interest by a number committee members.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Entertainment Permit for X-Fest Modesto 2014 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 Entertainment Special Event 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 12th day of August, 2014, 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. 2014-310

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE REPAIR OR REPLACEMENT OF AN INTERNALIFT SCREW PUMP FOR THE UTILITIES DEPARTMENT - WASTEWATER DIVISION FROM EVOQUA WATER TECHNOLOGIES, THOMASVILLE, GA., AND AUTHORIZE THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $800,000

WHEREAS, The Sutter Treatment Plant utilizes four (4) Internalift screw pumps in a single wet pit to elevate untreated sewage from the main trunk lines to the headwork's process, and

WHEREAS, Influent Pump #1 was taken out of service in April 2014 because it has met its useful life and needs to be rebuilt,

WHEREAS, this pump needs to be sent back to Evoqua Water Technologies (Evoqua) for evaluation, and

WHEREAS, the Evoqua Thomasville facility is the only facility with equipment large enough to handle this pump as well as the trained technical experts and proprietary specifications to restore this pump to service, and

WHEREAS, if the pump is repairable, the estimated repair costs is $357,000, and If it is not repairable, then the Internalift pump will need to be replaced at a cost not to exceed $800,000,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the award of a sole source procurement for the repair and replacement of an Internalift Screw Pump for the Utilities Department, Wastewater Division from Evoqua Water Technologies, Thomasville, GA.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is authorized to issue a purchase order for an estimated total cost of $800,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of August, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-311

Print

RESOLUTION ESTABLISHING CIP ACCOUNT 100825 INTERNALIFT SCREW PUMP, AND AMENDING THE FISCAL YEAR 2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $847,000 TO BE TRANSFERRED INTO THE CIP ACCOUNT #100825 FROM WASTEWATER FUND RESERVES IN ORDER TO FUND THE INTERNALIFT SCREW PUMP REPAIR OR REPLACEMENT AND CRANE REMOVAL/INSTALLATION SERVICES

WHEREAS, it is necessary for City Council to establish new CIP Account 100825 Internalift Screw Pump for repair or replacement of this pump, and

WHEREAS, certain budgetary transactions are necessary in the amount of $847,000, in order to fund the repair or replacement of the Internalift Screw Pump and crane removal services, 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 2013-2014 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 12th day of August, 2014, 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

Due to the condition of Internallift Screw Pump #1, the pump was taken out of service in April and needs to be evaluated to determine if it is repairable for an estimated cost of $357,000. If it is not repairable, then the Internallift Screw Pump will need to be replaced at a cost not to exceed $800,000.

Four (4) mobilizations of crane services are needed to remove the pump for transport and for reinstallation upon return, and these services have been competitively bid for an estimated total cost of $47,000.

To fund the Internallift Screw Pump Project, $847,000 will be transferred from Wastewater Fund Reserves into CIP Account #100825.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-312

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND MODESTO POLICE MANAGEMENT ASSOCIATION (MPMA) FOR A TERM OF OCTOBER 1, 2013 TO DECEMBER 31, 2015; 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 Management Association (MPMA) expired on September 30, 2013, and

WHEREAS, representatives of the CITY and the MPMA 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 MPMA 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 October 1, 2013 to December 31, 2015.

SECTION 2. OVERTIME AND SPECIALTY PAY. Lieutenants may cash out Management Leave once annually up to a maximum of sixty (60) hours.

Effective August 26, 2014, employees with an Advanced POST Certificate shall be eligible for 3.2% certification pay.

Effective August 26, 2014, employees with a Supervisory POST Certificate shall be eligible for 5.7% certification pay. The maximum allowable POST pay is 5.7%.

SECTION 4. RETIREMENT. Effective December 30, 2014, all employees shall contribute their full member contribution (9% for classic employees) towards PERS retirement benefits through a payroll deduction.

SECTION 5. RETIREE HEALTH INSURANCE. The City will no longer offer retiree medical plans through City's group plans for employees who retire on or after August 26, 2014. Employees who retire after five years of service, may, on a one time basis, have ninety percent (90%) of their unused grandfathered sick leave only converted to the City sponsored defined contribution retiree medical benefit plan at the rate of eight (8) hours equals one month of contribution. For each eight (8) hours converted to the retiree medical program, recipient shall be provided a monthly contribution of $500 for retiree only (non-Medicare eligible) or $250 (Medicare eligible); contribution of $1,000 retiree +1 dependent or retiree + family (non-Medicare eligible) or $500 (Medicare eligible). Combined contributions for retirees 1 non-Medicare + 1 Medicare coverage = $750.

For employees hired prior to January 1, 2011, effective August 26, 2014, the City shall contribute to a City-sponsored defined contribution retiree medical benefit plan for each employee a contribution of $25 per month.

Commencing January 1, 2015, the City contribution shall increase by an additional $10 per month, per employee in January, up to a maximum contribution of $75 per month by January 2019.

SECTION 6. HEALTH, DENTAL, VISION INSURANCE. The City shall offer a three-tier contribution structure for health premiums. The amount for employee plus family coverage (2 or more dependents) paid by the City shall increase from $550 to $607 bi-weekly ($1,214 monthly) effective January 1, 2015.

The amount for employee plus one dependent coverage paid by the City shall decrease from $550 to $429 bi-weekly ($858 monthly) effective January 1, 2015.

The amount for employee only coverage paid by the City shall remain the same at $310.50 bi-weekly ($621 monthly).

SECTION 7. SICK LEAVE. Employees hired on or before December 31, 2010 shall have all accrued sick time frozen and transferred to a grandfathered sick leave bank effective the pay period ending August 25, 2014. Only grandfathered sick leave will be eligible for the Retiree Medical Program. All future sick leave earned on or after August 26, 2014 shall accrue in the employee's regular sick leave bank. Sick leave earned on or after August 26, 2014 has no cashout or conversion value upon separation. Employees with grandfathered sick leave banks shall utilize sick leave hours accrued on or after August 26, 2014 before utilizing hours from the grandfathered bank.

For the period July 1, 2014 through June 29, 2015, the City and MPMA agree to implement a new Pilot Sick Leave Incentive Program. Employees that use eleven (11) hours or less of sick leave during this period shall receive a contribution equal to six (6) hours of base salary into their individual Retiree Health Reimbursement Account (HRA) on pay date July 17, 2015. An employee must be employed during the full period to be eligible for the sick leave/wellness program. This pilot program expires on June 29, 2015.

WHEREAS, the Council considered this matter at its meeting of August 12, 2014,

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 Management Association, which covers a term from October 1, 2013 through December 31, 2015, 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 12th day of August 2014, 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 LINDGREN, City Attorney

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MODESTO

and the

MODESTO POLICE MANAGEMENT ASSOCIATION

Effective: October 1 ,2013
Terminating: December 31, 2015

2014-312
8/12/2014

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MODESTO POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this **12th day** of **August, 2014** by and between the management representatives of the City of Modesto (CITY) and the representatives of the Modesto Police Management Association (MPMA) after meeting and conferring in good faith.

Article 1: TERM OF MEMORANDUM

A. The term of this Memorandum of Understanding shall commence at 12:01 a.m. on **October 1, 2013**, and this Memorandum shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) on **December 31, 2015**.

B. 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 Management Association.

C. The CITY and MPMA agree to use the Interest Based Negotiations model for subsequent negotiations.

Article 2: MANAGEMENT RIGHTS

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 covers the employees in the position classifications of CITY which MPMA is certified as representing, and MPMA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this Memorandum.

Article 4: SALARY

A. The parties jointly agree that the base salary ranges and rates shall be applicable for the following classifications in this Unit.

Classification Title	Salary Range
Police Corporal	602.0
Police Sergeant	610.0
Police Lieutenant	617.0

B. For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in Paragraph (A) of this Article. 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 in Exhibit A (Schedule of Salary Ranges).

C. 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 or promotion. 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 13 pay periods with an overall "Meets Expectations" performance evaluation.

3. Steps C, D and E shall be paid upon completion of 26 pay periods with an overall "Meets Expectations" evaluation.

4. Merit 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 within 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, or indifferent attitude, a Corporal's or Sergeant's step may be reduced to a lower step upon recommendation of the supervisor and approval of the Department Director. Right of appeal is provided under ARTICLE 31 (DISCIPLINARY APPEALS), given that the Public Safety Officers'

Procedural Bill of Rights provides for an appeal. The reasons for the lowering of a step shall be given in writing to the employee.

7. Upon promotion, a minimum of five percent (5%) increase or the A Step whichever is greater, shall be granted within the new range, provided that the employee does not exceed the E Step of the new range.

8. All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

D. A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (Midnight) Monday two weeks thereafter.

E. Deferred Compensation

1. The CITY shall 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 and one-fourths percent (1.25%) of an employee's regular rate of pay on a bi-weekly basis; provided the employee is contributing at least two percent (2%).

2. For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY'S contribution shall increase to one and one half percent (1.5%); provided, the employee is contributing at least two (2%) percent.

3. Employees will be advised by the Personnel Department of this deferred compensation option upon initial promotion to an MPMA-represented position. They may initiate enrollment at the time of initial promotion, or any time thereafter, by contacting the Employee Benefits Coordinator and completing the required forms.

Article 5: OVERTIME & SPECIALTY PAY

A. Lieutenants are designated as "exempt" from the overtime requirements of the FLSA. Corporals and Sergeants are designated as "non-exempt" from the overtime requirements of FLSA. Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as a part of their job requirements. The CITY has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.

B. Except as otherwise provided herein, Corporals and Sergeants shall be compensated at a rate of time and one-half of their regular rate of pay for all time worked outside of their scheduled duty days, without regard to time actually worked in any day or given period of time.

C. All overtime worked by Corporals and Sergeants shall be in accordance with existing General Order No. 3.22, as this Order may be modified from time to time, after meeting and conferring with respect to such modifications, if any. Overtime shall be reported by the employee to the supervisor the day or shift following the day or shift in which the time is worked.

D. Overtime by Corporals and Sergeants shall be compensated at time and one-half of their regular rate of pay, and shall be recorded on a minute-for-minute basis and either paid or accrued as compensatory time off, except as follows: when working a voluntary overtime assignment where the funding is from a non-City of Modesto source and the funding is restricted as to its use, or where funding is from a City of Modesto non-General Fund restricted source, compensation shall be paid as overtime and shall not be recorded as compensatory time. Such restricted sources of funding shall include, but are not limited to, designated grants, special districts, state/federal transit and airport security, and non-General Fund parking revenue.

E. A Sergeant temporarily assigned to act as a Lieutenant (in other than a Watch Commander assignment) for five (5) or more regularly scheduled, consecutive workdays shall be credited with five-tenths (0.5) hour compensatory time off per day, credited at straight time, retroactive to the first day of the assignment. Holidays and regularly scheduled days off shall not interrupt the calculation of consecutive workdays. A Sergeant temporarily assigned to act as a Watch Commander for six (6) or more hours in a day, shall be credited with seven-tenths (0.7) hour compensatory time off per day. A Lieutenant assigned to act at a higher rank by a Personnel Action Form for twenty (20) or more consecutive workdays, shall be paid five (5%) percent acting pay retroactive to the first day of the assignment.

F. Compensatory time-off may be taken with the mutual consent of the employee and the employee's supervisor or Department Director. Each employee shall be paid as part of the last paycheck received in September, December, March and June for all compensatory time over the maximum allowance accrual of 240 hours.

G. Employees may request payment of compensatory time off to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided.

H. Prior to promotion to Lieutenant, an employee shall be paid for one-half of all accrued compensatory time.

I. All employees shall have an obligation to perform call back duty for emergency, exceptional or unusual conditions. Compensation for call back duty for Corporals and Sergeants shall be as follows, excluding pre or post extension of shift: a four (4) hour minimum at time and one-half if the appearance time occurs with less than 48 hours advance notification. If the appearance time occurs with 48 hours or more advance notification, a two (2) hour minimum at time and one-half shall apply. The exception shall be, that if the appearance date and time falls on a regular day off, compensation for call back duty shall be a four (4) hour minimum at time and one-half if the appearance time occurs with less than 72 hours advance notification.

1. Pre or post extension of shift is defined as call back to duty within two (2) hours time of the beginning or ending of a regular work shift. For call backs occurring within two (2) hours time of the beginning or end of a regular work shift, no call back minimum shall apply.

2. If notification for call back occurs within (2) two hours time of the beginning of a regular work shift, overtime at time and one-half will be compensated beginning with the time of notification and concluding at the beginning of the shift.

3. If call back occurs within two (2) hours of the ending of a regular work shift, overtime at time and one-half will be compensated beginning with the shift ending time and concluding with the completion of the work assignment.

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.

K. Special Assignment Pay: If training falls outside normal duty hours, work hours may be adjusted to permit training as duty time.

1. Sergeants, Corporals or Lieutenants will not be assigned to handle working canines, but may be assigned to train, direct, supervise or manage canine unit operations. Corporals or Sergeants so assigned will be compensated at time and one-half for hours required for such duties which occur outside of regularly scheduled duty hours.

2. Corporals or Sergeants assigned to the Equestrian Unit will be compensated at time and one-half for time outside of regularly scheduled duty hours when approved in advance by the Operations Bureau Commander.

3. Corporals or Sergeants assigned to the Equestrian Unit will be compensated for two and eight-tenths (2.8) 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.

L. Bilingual Compensation for Sergeants:

1. Sergeants who communicate orally in Spanish and/or Southeast Asian languages common to this area, and who agree to utilize this skill in the course of their duties, shall be credited three (3) hours of CTO, at straight time per pay period. In the event a Sergeant is multilingual, a maximum of three (3) hours of CTO will be credited each pay period.

2. Proficiency in oral communications will be determined by an oral examination. Examination boards/panels will be convened as deemed necessary by the CITY. Three (3) people, recognized as being bilingual by the CITY, will sit on the examination panel. To pass the examination, two (2) of the three (3) panel members must agree that the Sergeant is proficient in oral bilingual communication. If a Sergeant passes the examination, CTO time will begin to accrue at the start of the next pay period.

3. Other languages may also qualify for bilingual compensation, if a need is determined by the CITY. In this event, the above stated procedures will be utilized.

M. Educational Incentive Pay:

1. Effective June 27, 2006, employees who have completed one full year of service with the CITY, and who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for one and one-half (1 ½%) percent Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential is one and one-half (1 ½%) percent, regardless of the number of Degrees obtained.

2. Employees who acquire a qualifying Degree after June 27, 2006, shall not be eligible for this Educational Incentive Pay until June 24, 2008.

N. POST Certification Pay

1. In recognition of the members of MPMA foregoing certain salary increases and specialty pays that were received by members of the Modesto Police Officers Association:

    a) Effective August 26, 2014, employees who provide evidence that they have received an Advanced POST Certificate shall be eligible for three and two tenths percent (3.2%) certification pay.

    b) Effective August 26, 2014, employees who provide evidence that they have received a Supervisory POST Certificate shall be eligible for five and seven tenths percent (5.7%) certification pay.

    c) These amounts are not cumulative and employees receiving Supervisory POST pay shall not also receive Advanced POST pay (i.e., 5.7% is the maximum allowable POST pay).

Article 6: COURT OVERTIME FOR CORPORALS & SERGEANTS

A. Overtime shall be compensated at time and one-half of their regular rate of pay for time spent in court if such appearance is set within two (2) hour's 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 during a duty day, or on a day off, at the employee's straight time rate shall be recorded when an employee has been subpoenaed for a court 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 at an employee's straight time rate as provided above shall be recorded if the employee is required to call back after 12:00 p.m while off duty. 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 AM or PM in which the call-in was made, respectively.

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-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) hour 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 off or vacation day must be approved prior to the date that a subpoena is received.

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 recording 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, they shall be required to check the posted calendar at the end of their 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.

Article 7: COURT PAY FOR RETIREES

A. Retirees (Corporals, Sergeants and Lieutenants) who have received a subpoena through the course and scope of their employment as a sworn supervisor 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.

B. Retirees (Corporals, Sergeants and Lieutenants) who are required to appear in court through the course and scope of their employment as a sworn supervisor 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.

C. A straight time pay rate is defined as the rate of pay the employee earned at the time of retirement.

Article 8: VEHICLE ASSIGNMENT

Subject to Administrative guidelines established by the City Manager, employees may be assigned vehicles for overnight use at the discretion of the Department Director. Vehicles will not be taken home overnight without advance supervisory approval.

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.

Article 10: EDUCATIONAL PARTNERSHIP PROGRAM

Non-probationary employees with at least one year of service may be eligible to receive financial support toward the attainment of an Associate, Bachelor's or

Master's Degree from an accredited college or university. Program criteria and funding are at the discretion of the CITY.

Article 11: RETIREMENT

A. The CITY shall contract with the California Public Employees' Retirement System to provide for the following retirement benefits as are currently referenced to Sections from the Government Code:

1. Effective June 19, 2001, 3% @ 50 Full Formula as provided in Section 21362.2.

2. Effective June 19, 2001, Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5.

3. One-Year Fiscal Compensation as provided in Section 20042.

4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.

5. Benefits Payable to Surviving Spouse as provided in Section 21551.

6. Surviving Spouse-Remarriage as provided in Section 21635.

7. Military Credit as Public Service as provided in Section 21024.

B. Effective September 11, 2012, the City contracted with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and employee pick-up of full employee share for classic employees hired on or after September 11, 2012.

C. Effective December 30, 2014, all employees shall contribute their full member contribution (9% for classic employees) towards PERS retirement benefits through a payroll deduction. Such payments shall be implemented pursuant to Internal Revenue Code Section 414(h)(2), providing for pre-tax employee contributions.

D. For employees hired on or after January 1, 2013, and who qualify as "new members" pursuant to Section 7522.02(a)(2) of the California Government Code, the City shall provide the CalPERS Local Safety 2.7% at 57 retirement program. New members shall pay fifty (50%) percent of the normal cost for their retirement benefit through a payroll deduction. Such payments shall be implemented pursuant to Internal Revenue Code Section 414(h)(2), providing for pre-tax employee contributions.

Article 12: RETIREE HEALTH INSURANCE

I. Eligible Employees hired before January 1, 2011:

A. The City will no longer offer retiree medical plans through City's group plans effective August 26, 2014; 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.

B. Retiree Medical Program

1. The City shall contribute to a City sponsored defined contribution retiree medical benefit plan for each employee. Effective August 26, 2014, the City contribution will be $25 per month. Commencing January 1, 2015, and continuing each year thereafter through January 1, 2019, the City contribution shall increase by an additional $10 per month, per employee in January. The defined City contribution shall be a maximum contribution of $75 per month by January 2019.

2. 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 to purchase medical insurance.

C. Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion

1. For each eight 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

a. 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).

b. 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.

c. 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:

   i. 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.

   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) and 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 to receive contributions in the future.

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. .

II. Eligible Employees hired on or after January 1, 2011

A. 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:

1. 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.

2. City Contribution:

   a. 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.

   b. Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute for each eligible full time employee $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 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.

3. Access to Account Balance

   i. 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.

   ii. Participants may defer accessing the account balance to any time beyond the earliest date described in (i).

   iii. 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 does not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

   a. 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.

   b. 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.

5. Forfeiture of account balance:

   a. 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.

   b. 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.

6. 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 13: HEALTH, DENTAL, VISION INSURANCE

A. All employees in regular positions shall participate in the health, dental and vision programs authorized by the CITY.

B. Effective August 1, 1995, employees may opt out of participation in a health plan, but shall continue to participate in the CITY dental and vision plans. The Opt-out option may only be exercised during the CITY's open enrollment period or in coordination with spouse/domestic partner's open enrollment period and requires that the employee show proof of alternate health coverage. No cash payments will be made in-lieu of health coverage, but deferred compensation contributions will be provided as designated below.

C. There shall be a waiting period for new employees before they become eligible for health, dental or vision insurance benefits. Eligibility shall start with the beginning of the payroll period following completion of two full pay periods.

D. The CITY shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans, with the employee responsible for the balance of the premium cost, if any.

1. $550 bi-weekly ($1100 monthly) for **employees with family coverage (two or more dependents)**, effective April 1, 2012. This amount shall increase to $607 bi-weekly ($1,214 monthly) effective January 1, 2015.

   Effective August 1, 2003, the CITY's contribution toward 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. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of the City contributions not needed to pay for the combined total premiums 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 April 1, 2012, active employees with dependent family coverage who are enrolled in the City-sponsored High Deductible Health Plan shall be eligible to receive a health savings incentive in the amount of $35.00 biweekly ($70.00/mo) for the health plan year. This amount shall change to $12.50 biweekly ($25.00 monthly) effective January 1, 2015. This health saving incentive shall be available to active employees only, and shall be directed to the employee's Health Saving Account.

2. $550 bi-weekly ($1,100 monthly) for employees with one dependent coverage effective April 1, 2012. This amount shall change to $429 biweekly ($858 monthly) effective January 1, 2015.

   Effective August 1, 2003, the City's contribution toward 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. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of the City contributions not needed to pay for the combined total premiums 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 April 1, 2012, active employees with one dependent coverage who are enrolled in the City-sponsored High Deductible Health Plan shall be eligible to receive a health savings incentive in the amount of $35.00 biweekly ($70.00/mo.) for the health plan year. This amount shall change to $12.50 bi-weekly ($25.00 monthly) effective January 1, 2015. This health saving incentive shall be available to active employees only, and shall be directed to the employee's Health Saving Account.

3. $310.50 bi-weekly ($621.00 monthly) for **employees without dependent coverage**, effective April 1, 2012.

   For employees without dependent coverage, the CITY shall make a contribution to the employee's deferred compensation account administered by the CITY, in an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the combined total premiums. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of the City contributions not needed to pay for the combined total premiums 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.

4. For employees who opt out of health coverage, the City's contribution shall be equal to 80% of the designated City contribution for employees without dependent coverage.

For employees who opt out of health coverage, the City shall make a contribution to the employee's deferred compensation account administered by the City, in an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the combined dental and vision premiums.

E. Employees in regular positions budgeted less than 80 hours per pay period or in job shared positions, shall receive premium contributions on a pro-rated basis.

F. Except as otherwise required by law, 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.

G. The CITY shall continue a Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums and for dependent care costs.

H. 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.

I. CITY shall provide employees with an annual physical exam by the CITY's occupational medical provider. As an alternative, employees may utilize a physician of their choice for their annual exam. The CITY will reimburse the employee for charges incurred, to a maximum of $160 for males and $235 for females, provided the exam covers all protocols of the CITY's sponsored exam. The reimbursement rate is subject to change at the CITY's discretion.

Article 14: LONG TERM DISABILITY INSURANCE

The CITY shall provide, at CITY expense, all employees with a Long Term Disability Insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds percent (66 2/3%) of the first $12,000 per month in earnings, reduced by any income received from other sources. The plan provides from a 60 day waiting period, but if the disability lasts longer than 90 days, the disability payments will be retroactive to the 31st day.

Article 15: LIFE INSURANCE

The CITY shall provide, at CITY expense, all employees with term life insurance coverages totaling $120,000. Employees shall have the option to buy additional coverage at their own expense.

Article 16: EMPLOYEE ASSISTANCE PLAN (EAP)

The CITY, through the EAP Program, 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 per year for employees and dependents. In addition, the Police Department provides a separate counseling benefit for employees and dependents.

Article 17: MANAGEMENT TRAINING ALLOWANCE

Employees with one or more years of service in a management classification may be eligible to receive a Management Training Allowance, subject to available funds and approval of the Personnel Director. Program criteria and funding are at the discretion of the CITY.

Article 18: VACATION

A. The following vacation accrual rates shall be established for regular employees:

Years of Continuous Service After Hire		Work Days Earned Annually	Work Hours Earned Annually
During	1	10	80
	2	11	88
	3	12	96
	4	13	104
	5	14	112
	6	15	120
	7	16	128
	8	17	136
	9	18	144
	10	19	152
	11	20	160
	12	20.5	164
	13	21	168
	14	21.5	172

15	22	176
16	22.5	180
17	23	184
18	23.5	188
19	24	192
20	24.5	196
21	25	200

Employees may not accrue vacation time in excess of twice their annual vacation accrual rate, except as approved by the City Manager for exceptional conditions, provided that no employee shall lose vacation time to meet the needs of the Department.

The following rules and regulations are established for the administration of vacation benefits:

1. All vacation leave must be approved by the Department Director or designated representative.

2. Employees in regular positions shall accrue, on a pro-rata 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-rata basis.

3. Effective December 13, 2005, employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship, 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.

4. Vacation leave shall be compensated at the employee's regular hourly rate of pay.

5. Seniority will be used to determine vacation schedules for those submitting 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. All first priority requests shall be

considered in order of seniority prior to any second priority request. All second priority requests shall be considered in order of seniority prior to any third priority request. After January 31, vacation will be determined on a first come, first served basis.

6. The Police Chief shall have the right to determine the number of personnel on vacation at any one time and discretion to decide the operational needs of the department.

7. With the approval of the City Manager, an employee about to retire, or who is to be laid off, may utilize his/her 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.

B. In the event an employee leaving CITY service has taken vacation leave prior to the time all of the leave is earned, the employee shall reimburse the CITY for time used but not earned.

C. All other administrative procedures and policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 19: HOLIDAYS

A. The first pay period of January of each year, employees assigned to the 4/11 or Modified 4/10 schedules shall be credited with eight-eight (88) hours of accrued holiday time. For employees on the 4/11 schedule, this accrued time shall be reduced by nineteen (19) hours as required by the 4/11 schedule, for a net of sixty-nine (69) hours. See Article 22, WORK SCHEDULES. In addition, the pro-rata portion of the MPMA Time Bank (Article 33) shall be deducted from the holiday accrual. This time bank deduction shall occur the second pay period in January of each year. Employees assigned to the 4/11 or Modified 4/10 schedules are not entitled to any additional compensation when the holiday falls on their regular work day.

B. Employees assigned to the 4/11 or Modified 4/10 schedules prior to 12/19/00, shall have their accrued holiday time either cashed out or placed in a separate grandfathered holiday account, at the employee's option. On or after 12/19/00, employees so assigned shall have their accrued holiday time automatically cashed out. Once the employee's holiday balance is zeroed-out, the employee shall be advanced holiday time on an annual basis in accordance with paragraph A, or a pro-ration thereof.

C. The CITY recognizes the following holidays, which are valued at eight (8) hours each (for a total of 88 hours), regardless of the employee's work schedule. Holiday time taken off, is taken on an hour-for-hour basis.

1. Floating Holiday
2. New Years Day
3. Dr. Martin Luther King Jr, Day
4. Presidents' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

D. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as a fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.

E. Whenever an employee (excluding those employees assigned to the 4/11 or Modified 4/10 schedules) is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time.

F. For employees assigned to a fixed 4/10 schedule, whenever a holiday falls on the employee's regularly scheduled work day, a two (2) hour deduction will be made from the employee's holiday account, or, if no regular holiday time is available, from the employee's regular CTO account, then vacation account. This two (2) hour deduction is necessary in order to account for a ten (10) hour day.

G. Corporals or Sergeants on leave without pay the last scheduled work day before and/or the first scheduled work day after a fixed holiday shall not receive holiday pay.

H. For employees who have accrued holiday time in a separate "grand fathered" holiday account, this time may be taken by the employee as time off, cashed out at straight time, or carried over year to year.

I. Employees, (excluding those assigned to the 4/11 or Modified 4/10 schedules), shall not accumulate more than fifty (50) hours of regular holiday time. All regular holiday hours in excess of fifty (50) hours, shall be paid at straight time.

J. Employees on the 4/11 or Modified 4/10 schedules may cash out a maximum of ten (10) hours of holiday time from their regular holiday account, the first pay period in February of each year. (The first pay period in February is defined as the pay period in which February 1 falls.) All remaining 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 last day of the last full pay period, ending on or before December 31.)

K. All other administrative policies and procedures shall be as contained in the Personnel Administrative Orders.

Article 20: SICK LEAVE

A. Sick leave shall accrue for each payroll period completed, prorated on the basis of ninety-six hours per year.

B. Employees may accumulate up to two thousand two hundred (2,200) hours of sick leave.

C. 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 vacation leave, workers' compensation (4850 time), bereavement leave, jury duty or temporary military leave.

D. In order to qualify for sick leave, an employee must be unfit for their work as a result of illness or injury. Sick leave shall not be used for an injury or illness arising out of or incurred in connection with outside employment.

E. In order to receive sick leave, an employee must notify the supervisor not later than one hour before the start of the employee's work day.

F. Employees may use sick leave for occasional dental, pregnancy, or medical appointments for themselves, when it is not reasonably feasible to do so during off duty time.

G. Employees may use up to one half (1/2) of their annual sick leave accrual in any calendar year to attend to the illness of the employee's child, parent, spouse or registered domestic partner as provided in Section 233 of the Labor Code. Use of sick leave beyond this amount may not be used to attend to an ill family member, except in the case of critical illness as determined by the CITY, or as authorized by the Police Chief.

H. 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 August 25, 2014. All future sick leave earned on or after August 26, 2014 shall accrue in the employee's regular sick leave bank.

I. When taking sick leave, employees with grandfathered sick leave banks shall utilize sick leave hours accrued on or after August 26, 2014 before utilizing hours from the grandfathered bank.

J. Employees leaving CITY employment shall forfeit all unused sick leave except as follows:

1. Employees who leave CITY employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five percent (25%) of the employee's unused, grandfathered sick leave bank.

2. Employees who retire after five (5) years of 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 Retiree Medical Program. See Article 12 (RETIREE HEALTH INSURANCE).

3. In the event of an employee's death after completing five (5) years of service in good standing, the surviving spouse or registered domestic partner and/or dependent children shall be eligible to convert the employee's grandfathered sick leave time to the Retiree Medical Program; except that, there shall be no option for cashout of the employee's sick leave hours, regardless of whether or not the employee's survivor(s) elect sick leave conversion to health contributions.

K. Leave for disability covered by workers' compensation shall conform to the provisions of Section 4850 of the State Labor Code. Under state law, sworn safety members of the Police Department receive full pay, including sick leave credit, up to one year for line-of-duty disability, and there is no charge against the employee's accrued sick leave under such circumstances.

L. Pilot Sick Leave/Wellness Program: For the period of July 1, 2014 through June 29, 2015, the City and the MPMA agree to implement a new pilot sick leave incentive program. An employee that uses eleven (11) hours or less of sick leave during this period shall receive a contribution equal to six (6) hours of base salary into their individual Retiree Health Reimbursement Account (HRA) on pay date July 17, 2015. To be eligible for the sick leave/wellness program, an employee must be employed during the full period of July 1, 2014 through June 29, 2015. This pilot program expires on June 29, 2015.

M. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 21: MISCELLANEOUS LEAVES

A. Military Leave

Military Leave shall be granted in accordance with State and Federal law. All employees shall give the CITY an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

B. Leaves of Absence

1. Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Normally, a leave of absence will not be granted to employees who have not completed a probationary period. Upon return from leave, the employee shall be reinstated in the position held at the start of the leave or to another position in the same class. Failure to return promptly at the end of the leave, or within a reasonable period after notice to return to duty, shall be cause for dismissal.

2. An authorized absence without pay may be granted by the Department Director when an employee has exhausted all accumulated sick leave, compensatory time off, vacation or holiday time.

3. When an employee is absent without prior authorization and the absence is not due to illness or injury, the time absent shall be considered an unauthorized absence. During an unauthorized absence an employee is without pay and may lose related benefits.

4. Upon becoming a candidate for public office, an employee may request and may be granted a leave of absence without pay to remain in effect for the period of candidacy.

5. The CITY may require an employee believed to be physically or mentally incapacitated for work to be examined by a designated physician and may require the employee to take a leave of absence. Any accrued sick leave may be used.

C. Family Leave

1. The CITY is in compliance with both State and Federal laws providing for employee leaves for family and medical care as regulated by the

State Fair Employment and Housing Commission and the Federal Department of Labor.

2. Family leave provides that after completion of one full year of service (and have worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

    a. the birth, adoption or foster placement of a child;

    b. the employee's own serious health condition;

    c. the serious health condition of the employee's child, parent, spouse or registered domestic partner;

    d. A qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or

    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. After a continuous absence of thirty (30) calendar days for any covered event described herein, or immediately upon qualifying if the employee has sufficient accrued leave the employee shall be placed on family leave. While on family leave, an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent, spouse or registered domestic partner. While on family leave, the CITY shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on "active" status, unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave.

D. Catastrophic Leave

1. Employees in regular positions shall be eligible to participate in the strictly voluntary catastrophic leave program. To be eligible, an employee must provide a written medical verification of long-term illness or injury, or to 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 workers' compensation or 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.

2. 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 Catastrophic Leave, the Department Director will notify the Personnel Office 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 to donate to a leave bank are kept confidential and that employees are not pressured to participate. ALL DONATIONS SHALL REMAIN CONFIDENTIAL.

3. The maximum time that may be initially donated into an employee's leave bank account is 1040 hours. To be eligible to receive more than the original 1040 hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work or the employee terminates.

4. An employee may donate vacation, holiday, grandfathered holiday, Management Leave, CTO, and up to forty (40) hours of sick leave only in increments of four (4) hours to a specific employee for which a leave bank has been created. An employee may donate leave only if their own total accrued leave balance(s) remains in excess of 168 hours. 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, the donation of leave hours is irreversible. When an employee is utilizing leave bank hours, they will not accrue any leave time.

E. Bereavement Leave

An employee may be granted up to three (3) days bereavement leave by the Department Director in cases of death in the "immediate family" (mother, father, husband, wife, brother, sister, child, grandmother, grandfather, or mother or father of a spouse or registered domestic partner). In cases of necessity, two additional days of leave may be granted by the Department Director, to be charged against accumulated sick leave.

F. Jury Duty

An employee summoned for jury duty shall inform the supervisor and, if required to serve, may be absent from work with full pay. Except for travel expenses and meal costs if required to travel outside of Modesto, all jury duty pay shall be remitted to the CITY for service on a work day. An employee shall report back to work when not selected or held as a juror.

G. All other leaves and administrative policies and procedures pertaining to any leave shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 22: WORK SCHEDULES

A. Effective June 20, 2000, employees shall work one of the following work schedules as determined by the position in which they are assigned: 5/8 (formally 5/2), 4/11, Fixed 4/10, Modified 4/10 or 6/3 (only if MPOA unit members work a 6/3 schedule). The CITY shall notify MPMA of any proposed changes of a designated work schedule to another recognized work schedule, or any temporary special assignment requiring a work schedule not contained herein, prior to any implementation. MPMA must respond to such notification within three (3) calendar days in order to exercise the meet and confer process. In the absence of such response, or in the event the parties fail to reach agreement, the CITY may implement the change.

B. Five-Eight (5/8) Schedule

1. The 5/8 work schedule shall consist of five (5) consecutive duty days for which the employee shall work eight (8) hours per day, followed by two (2) days off, in a twenty-eight (28) day work period.

2. Supervisors assigned to Youth Services assignments and who work a 5/8 work schedule, shall receive sixty (60) hours of School Police Time off (SPT) on September 1 of each year. In the event supervisors are transferred in or out of Youth Services assignments during the school year, the sixty hours shall be prorated at 2.9 hours per pay period for the school year. (The school year is defined as the twenty-one (21) pay periods commencing mid-August and concluding mid-June.) SPT is not recognized as regular CTO as described in Article 5: Overtime & Special Pay, of the MOU. SPT must be taken off during the school year in which it is received or forfeited. SRT is not available for cash out, even upon separation from employment. Supervisors who transfer out of Youth Services during the summer months shall not carry SPT on the books. All SPT must have been used during the school year for

which it was advanced, or forfeited. City payroll shall maintain SPT balances.

C. Four-Eleven (4/11) Schedule

1. The 4/11 work week 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, in a twenty-four (24) day work period.

2. Starting times for 4/11 shifts will be 0600, 0900 1200, 1630, and 2000 hours. These starting shift times may be adjusted by mutual consent of the employee and their immediate supervisor.

3. The 4/11 schedule requires that employees work fifty-five (55) hours per year in addition to their regular schedule. Of these fifty-five (55) hours, thirty-six (36) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining nineteen (19) hours are owed to the CITY and shall be deducted from the employee's annual holiday entitlement. See Article 19 (HOLIDAYS).

4. Employees assigned to a 4/11 schedule will have a paid lunch break of thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.

5. 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.

D. Fixed Four-Ten (4/10) Schedule

1. The Fixed 4/10 work week shall consist of four (4) consecutive duty days for which the employee shall work ten (10) hours per day, followed by three (3) consecutive days off, in a twenty-eight (28) day work period.

2. Employees will have either a Friday or a Monday off, dependent on unit assignments, in conjunction with Saturday and Sunday off.

3. Employees on temporary assignment to the Investigative Services Division may be assigned to the Fixed 4/10 schedule as determined by the Police Chief.

4. The Fixed 4/10 shift starts at 0700 hours and ends at 1730 hours, but may be adjusted by mutual consent of the employee and the supervisor. A thirty (30) minute unpaid lunch break, coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes, is included in the shift.

5. Employees assigned to special units outside the Investigative Services Division may be assigned to work a schedule other than the Fixed 4/10 as part of that assignment.

E. Modified Four-Ten (4/10) Schedule

1. The Modified 4/10 work schedule shall consist of an "A" and "B" squad, working ten (10) hours per day. "A" squad will work a sequence of three (3) days on, two (2) days off, five (5) days on, four (4) days off. "B" squad will work a sequence of three (3) days on, four (4) days off, five (5) days on, two (2) days off. The Modified 4/10 schedule is based on a twenty-eight (28) day work period.

2. Both "A" and "B" squad have Wednesday as the common "overlapping" ten (10) hour work day.

3. Employees assigned to a Modified 4/10 schedule will have a paid lunch break for thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five minutes included in the shift. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.

F. Training Days

1. Based on the availability of instructors, training sites, and training resources, and the 4/11 and Fixed 4/10 schedules, the CITY will endeavor to schedule training days on the first or last regular day of A or B squad, and on a Tuesday, Wednesday or Thursday.

2. No leave time shall be used for a training day absence except for pre-approved vacations or extended sick leave. Employees absent on a training day must notify the Watch Commander at the start of the training day. Employees must make up the missed training day on a regularly scheduled day off.

G. Joint Power Agreements

Employees assigned to work outside the Department under the supervision of a multi-agency task force or Joint Powers Agreement (JPA),

shall work a schedule as determined by the management of the task force or JPA.

H. Lunch Breaks

1. Employees in uniform or marked vehicles may take their lunch break at:

   a. The Modesto Police Department, regardless of the number of employees present.

   b. Any place accessible to the public, as long as no more than two (2) marked police cars, and no more than four (4) uniformed employees are present.

   c. The employee's residence or the residence of an immediate family member (i.e. mother, father, husband, wife, brother, sister, child, grandmother, grandfather, or mother or father of their spouse or registered domestic partner). If the residence is more than one (1) mile outside the Modesto City limits, authorization from the Division Commander is required.

2. MPMA shall actively encourage its members to adhere to the provisions of this paragraph.

I. The department retains the right to change the regular days off or the regular duty hours for any employee.

Article 23: SHIFT BIDDING

A. Seniority shift bidding, for employees assigned to the 4/11 work scheduled within the Operations Division, may be granted at the discretion of the Police Chief or designee. Shift bid requests will generally be granted on the basis of date of promotion. In the event employees have the same promotion date, seniority as it related to seniority shift bidding, may be based upon badge number ("A" number).

B. Following three (3) consecutive assignments to the same shift, an employee shall rotate off that shift by bidding for another shift assignment.

C. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, 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.

D. The bid system shall not supersede Management Rights as stated in Article 2 (MANAGEMENT RIGHTS) of the MOU, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.

E. The Police Chief or designee is the final authority in assigning personnel and such decision shall not be subject to the grievance procedure, arbitration, or considered as discipline.

Article 24: MODIFIED DUTY

A. The CITY shall have a modified duty program, the objective of which is to provide productive, temporary job opportunities for injured or ill employees whose labor can be performed within medical limitations.

B. A modified duty assignment shall be made when there is meaningful work to be performed, the work can be performed in a manner that is cost effective, and the work can be performed with the medical limitations identified by the treating or examining physician. A modified duty assignment shall not adversely affect other employees or the public.

C. Specific procedures for modified duty assignments shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 25: PERFORMANCE EVALUATION

A. The CITY and MPMA 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 or record. If the evaluation shows an employee's work to be below expectations, the supervisor shall take appropriate steps to encourage improvement, and may set a definite period in which improvement is expected. For Corporals and Sergeants, failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, or dismissal. For Lieutenants, failure to achieve satisfactory improvement may be cause for any FLSA compliant action, in accordance with applicable law.

B. The specific procedures of the performance evaluation system shall be as contained in the Personnel Rules and Personnel Administrative Orders, and Department Performance Manual.

Article 26: OUTSIDE EMPLOYMENT & SERVICE AGREEMENTS

A. Outside Employment:

All employees 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. Outside Service Agreements:

The Police Chief is also authorized, upon approval of the City Manager, to assign personnel who volunteer to perform special police services on their off-duty time for employers separate and independent from CITY (private, public or non-profit), who will reimburse the CITY for the cost of such service. All such voluntary work shall be paid at straight time at the hourly rate equivalent to time and one-half of the pay rate for Police Officer at salary range 308 step E, rounded up to the next dollar, regardless of the employee's actual classification or pay step. However, employees performing such outside employment who are assigned to perform supervisory functions shall be paid at straight time at an hourly rate equivalent to time and one-half of the pay rate for Sergeant at Salary range 610, Step E, rounded up to the next dollar. The department shall maintain a list of volunteers for such Outside Service Agreements. All other requirements and procedures shall be as contained in the General Order for Outside Service Agreements. Changes to this General Order shall be made at any time by the Police Chief, following fourteen (14) days written notice to MPMA. If MPMA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the change(s) will have on employees.

C. All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 27: RESIDENCY REQUIREMENT

There shall be no residency requirement for employees in the classification represented by MPMA. Special assignments and duties may, at the discretion of the Police Chief, require a specified response time on the part of the employee.

Article 28: PROBATION

A. Employees shall serve a probationary period of twelve (12) months in each classification to which they are appointed. During the probationary period, the employee shall be evaluated on conduct, performance, attitude, adaptability and job knowledge. 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.

B. Except when an employee has been terminated for cause, an employee released from probation during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step.

Article 29: LAYOFF & DEMOTION PROCEDURES UPON REDUCTION IN FORCE

A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare a lay-off list by classification within a department. The order of layoff shall be based on Department seniority in rank.

B. Whenever there is a reduction in work force, the CITY shall first 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. Demotions shall be determined by seniority within the respective ranks. Example – Last Sergeant promoted would be the first Sergeant demoted. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

C. If there are no vacant positions in the next lower classification available, the CITY shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class for which the minimum employment standards are met.

D. If there are no vacant positions or bumping possibilities, the CITY shall lay off management employees within a department and classification. Management employees with the least continuous service in that job classification shall be laid off first. All persons laid off shall have their names placed on the classification reinstatement eligible list.

E. To determine the length of continuous service, all uninterrupted employment, including periods of authorized leaves of absence which require a retirement contribution.

F. 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.

G. Names shall be placed on classification reinstatement eligible lists in the order of continuous time in rank. 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 three (3) years from the date of demotion or layoff. Eligible employees not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.

H. 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 work.

3. A salary as nearly as possible equivalent to 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.

I. A person appointed from a reinstatement eligible list within six (6) months to the same position held prior to layoff or demotion, will obtain permanent status upon reinstatement, if they were in a permanent status at the time of demotion/layoff. A person demoted or laid off from a probationary position shall, upon reinstatement, be credited with time completed in probation. The credits shall be measured by calendar quarters. In the event that a full calendar quarter has not been completed, the member shall be credited with the amount of quarters completed. For example, an employee with four months of completed probationary time shall be credited with three months; should they have completed seven months of probation, they shall be credited with six months.

J. Employees laid off may be paid for all accrued vacation, holidays, sick 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, all sick leave shall be paid in accordance with the applicable rules at the employee's hourly rate of pay at the time of layoff.

K. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.

L. Layoffs and demotions shall be made without regard to race, color, national origin, religion, sex, age, citizenship, or physical handicap.

M. Whenever any provision of this Article conflicts with any other Article of this MOU or any Personnel Rules or Personnel Administrative Orders, the provisions of this Article shall prevail.

Article 30: DISCIPLINARY ACTIONS

A. The following shall constitute cause for disciplinary action. Such actions may include dismissal, demotion, disciplinary probation, and suspension, provided that, for Lieutenants, any economic sanctions imposed for disciplinary purposes shall be imposed only as authorized under FLSA legally binding authority.

1. Violation of the City Charter.

2. Violation of the Modesto Municipal Code.

3. Violation of the Personnel Rules or Personnel Administrative Orders.

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.

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 Article.

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 nature that it causes discredit to the CITY.

17. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, marital status, sex or sexual orientation, or age, against the public or other employees while acting in the capacity of a CITY employee.

18. Substantial and credible threats of violence or acts of violence against any CITY employee made in the course of employment which creates a hostile, abusive, or intimidating work environment. This will not preclude acts consistent with appropriate law enforcement practices or procedures.

B. The CITY may demote a Corporal or Sergeant 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 lay-off.

C. The CITY may suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year. For Lieutenants, suspensions shall be issued and served in accordance with the Fair Labor Standards Act.

D. The CITY may dismiss an employee at any time for cause. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.

E. The CITY may place an employee on disciplinary probation for a specified period not to exceed one (1) year. Employees placed on disciplinary probation may be dismissed for failure to meet any requirement as a condition to such status.

Article 31: DISCIPLINARY APPEALS

A. Non-Arbitrable Appeals

1. A written reprimand is a non-arbitrable form of discipline issued by the Police Chief, and can only be appealed to the City Manager.

2. Upon receiving a written reprimand an employee may do one of the following:

   a. Absent any appeal, and within thirty (30) calendar days of receiving the written reprimand, file a written rebuttal to the Police Chief. The rebuttal will be attached to the written reprimand and filed in the employees personnel file.

   b. Within thirty (30) calendar days of receiving a written reprimand, an employee may file a written request with the Personnel Director for appeal to the City Manager. Upon receipt of the request, and within fifteen (15) calendar days, the City Manager will schedule a hearing. The hearing will be scheduled within thirty (30) days of the City Manager receiving the request. The City Manager will be the final appeal authority. After the City Manager's final decision is reached, and within thirty (30) calendar days of receiving the decision, the employee may submit a written rebuttal to the decision. The rebuttal shall be attached to the decision and filed in the employee's personnel file.

B. Arbitrable Appeals

1. Employees shall have the right to appeal any dismissal, suspension, step reduction, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, lay-offs, 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, denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, appeal shall be provided for through the process in Article 32 (GRIEVANCES).

2. A notice of appeal must be filed in writing with the Personnel Director within thirty (30) days following written notice to the employee of the discipline.

3. Upon filing the notice of 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 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 nor not.

4. 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.

5. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. 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 the hearing will constitute a withdrawal of the appeal and the discipline will stand and be final, unless the failure to appear is the result of a verifiable emergency that prevents the employee from attending the hearing. A verifiable emergency shall not include any situation where the employee fails to notify the Personnel Director by close of business on the day preceding the first day of the hearing unless said emergency occurs after close of business. In all cases where the employee fails to attend the hearing and the hearing is postponed, the employee shall bear any and all hearing officer and/or court reporter costs associated with the postponement.

6. Oral evidence at the hearing shall be taken only on oath or affirmation.

7. 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.

8. The hearing need not be conducted according to the provisions of the California Evidence Code, 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.

9. 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.

10. At the request of either of the parties, the CITY shall employ a competent court reporter to record the proceedings.

11. Parties to the proceedings shall include the appellant and a management employee from appellant's department. 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. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.

12. 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.

13. 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 of the cost of their respective services.

C. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 32: GRIEVANCES

A. The purpose of this Article is to establish a grievance procedure on wages, hours and working conditions for which appeal is not provided by other regulations. The procedure is a systematic means of obtaining further consideration of a problem after reasonable efforts to resolve it through discussion have failed.

Grievances should be settled as near as possible to their source and in as informal a setting as possible.

B. An employee should first attempt to resolve a grievance through discussion with the supervisor without delay. If the employee is not satisfied with such discussion, then the employee has the right to talk with the supervisor's supervisor. If the employee does not agree with the decision reached through such discussion, within ten (10) days of the decision a formal written grievance may be filed. Informal grievances shall not be taken above the department or division head.

C. Formal written grievances shall be presented to the Police Chief. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU Article(s) or personnel practices, and the specific remedy requested. The Chief may elect to 1) hear the grievance, 2) refer the grievance to his/her designee or 3) refer the grievance to the Personnel Director. Grievances potentially impacting other departments or bargaining units, or arising out of interpretation of City-wide policies/programs, will normally be referred to the Personnel Director.

1. The Police Chief, Chief's designee or the Personnel Director shall render the grievance determination but shall utilize an "Interest Based" process in attempting to resolve the grievance, unless the parties mutually agree to waive the "Interest Based" process.

2. Grievances which remain unresolved at the level of the Chief's designee, may be referred by the employee back to the Chief for the Chief's determination. If the grievance remains unresolved by the Chief, or by the Personnel Director, it may be presented by the employee, to the City Manager. The request for City Manager review must be in writing.

D. The City Manager, or designee, shall review the grievance with the employee, the employee's representative, if any, and with other appropriate persons. The City Manager may elect to utilize an "Interest Based" process in making his/her determination, or may also appoint a

fact-finding committee or person not in the normal line of supervision to give advice on the grievance. The City Manager shall render a decision to the employee in writing. The decision of the City Manager shall be final.

E. The time limits for the formal grievance process are as follows, but may be extended to definite dates by mutual consent of the parties:

1. Filing a formal written grievance shall occur within 10 calendar days of completion of the informal process.

2. Following receipt of a formal written grievance, the Chief or his/her designee, or the Personnel Director, shall issue a written decision to the employee within 15 calendar days.

3. If the employee is not satisfied with the decision, or if a response is not received within the 15 days, the employee may present the grievance to the City Manager (or to the Chief, if the grievance had been referred to the Chief's designee).

4. Presentation of a grievance to the City Manager shall take place within 10 calendar days of the employee's receipt of the previous decision, or within 25 calendar days if no decision was rendered.

5. The City Manager shall issue a written decision to the employee within 20 calendar days of his/her receipt of the grievance.

F. An employee may request assistance from another person of their choosing in preparing for and presenting a grievance at any level of review. Preparation of grievances shall not be done on CITY time or in CITY facilities.

G. Employees shall be assured freedom from reprisal for using the grievance procedure.

Article 33: MPMA TIME BANK

A. Effective January 1st of each year each employee covered by this MOU shall contribute an equal amount of hours or portion thereof of regular holiday time to create a pool of one hundred eighty (180) hours to be used for MPMA business. The unused hours in any year shall be carried over to the next year. The maximum number of hours in Time Bank shall be capped at three hundred sixty (360) hours.

B. All Time Bank shall be used for MPMA business and shall be approved in advance by the MPMA President. MPMA shall endeavor to provide

reasonable and timely notice for all Time Bank leave requests. This does not include MPMA time used for meet and confer or time as authorized by the Police Chief or his designee.

1. MPMA time used that does not create a staffing shortage shall be deducted at straight time. A staffing shortage is defined as a situation where staffing levels are below established minimum standards at the time of the request.

2. In the event the use of Time Bank creates a staffing shortage, a volunteer from the Outside Work Agreement list shall be assigned to fulfill the vacancy created. The volunteer shall be paid a minimum of two (2) hours at straight time and any additional hours worked shall be paid at straight time at the employee's regular rate of pay from Time Bank.

3. Any Corporal or Sergeant exceeding the straight time hours exemption provided by the Fair Labor Standards Act, 29 U.S.C. Article 207 (k), shall be paid for such hours at time and one half. However, if no volunteers are available, the Police Chief or his designee may order an employee to fulfill the vacancy created. The employee shall be paid a minimum of four (4) hours at time and one half and any additional hours worked paid at time and one half at the employee's regular rate of pay.

C. In the event where use of Time Bank creates a shortage in staffing that cannot be filled at the time of the request, the Police Chief retains the right to deny the use of Time Bank.

Article 34: MPMA DEDUCTIONS

Upon receipt of a signed authorization from a member of MPMA, the CITY shall institute payroll deductions for association dues, I.U.O.E. 3 Credit Union obligations and insurance premiums for MPMA sponsored plans. The authorization form shall be as provided by the CITY and any deductions shall be in accordance with applicable administrative procedures.

Article 35: BULLETIN BOARD

MPMA may post organizational material or bulletins in spaces designated by the CITY. The CITY reserves the right to disapprove the posting of any material.

Article 36: JOB ACTIONS

MPMA agrees and acknowledges that strikes, sick-ins, slow-downs or other forms of work stoppage or disturbances are detrimental to the responsibility of MPMA and its members to insure that high quality service is provided to the people of the City of Modesto. MPMA, its members and bargaining unit employees agree not to sanction, support, condone, or engage in any such actions directly or indirectly. The CITY may discharge or discipline any employee who violates this article.

Article 37: NON DISCRIMINATION

A. The CITY and MPMA agree that the provisions of this Memorandum shall be applied without favor or discrimination based on race, religion, color, creed, ancestry, age, national origin, martial status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, union or association activity. They agree to recognize, respect and support the CITY's commitment to nondiscrimination in employment as set forth in the CITY's Equal Opportunity Plan and CITY's Policy Against Harassment and Discrimination. MPMA agrees to encourage its members to assist in the implementation of that program.

B. MPMA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, ancestry, age, national origin, martial status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, job classification or employment status.

C. MPMA recognizes the CITY must comply with the statutory provisions of the Americans with Disabilities Act (ADA). The ADA requires accommodations for individuals protected under the Act, and that these accommodations be determined on an individual, case-by-case basis, and the parties agree that the provisions of this Memorandum may be disregarded in order for the CITY to avoid discrimination under the Act. The MPMA 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. 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.

D. All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Article 38: APPLICABLE LAW

A. 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 MOU 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 the Memorandum of Understanding shall not be affected. If any part or provision of this MOU 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 MOU shall not be reduced or increased as a result of this Article.

The parties hereto agree to refrain from initiating any legal action or take individual or collective action that would invalidate Articles of this MOU.

Article 39: SEVERABILITY

A. If any provision of this Memorandum is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.

B. The CITY and MPMA agree to meet as soon as possible to agree on a substitute provision to that deemed contrary to law. If the CITY and MPMA are unable to agree on a substitute within thirty (30) days of the initial meeting, the matter shall be postponed until the contract negotiations are reopened.

C. The parties acknowledge that during the negotiations which resulted in this Memorandum, 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 the Memorandum. The express provisions of this Memorandum for its duration, therefore, constitute the complete and total contract between the CITY and MPMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Memorandum 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

Memorandum, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Memorandum, including compensation; provided, however, that the CITY may make changes to the personnel rules and administrative orders consistent with rights MPMA has to meet with the CITY and after fulfilling any obligation the CITY has to meet and confer in good faith.

D. All pertinent ordinances and resolutions shall be revised to conform with this Memorandum. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Memorandum unless modified according to the provisions of this Memorandum.

Article 40: APPROVAL

A. This Memorandum shall be presented to the Modesto City Council for approval and shall not be binding until so approved.

CITY OF MODESTO

James Holgersson, Interim City Manager

Galen Carroll, Police Chief

Joseph Lopez, Director of Administrative Services

MODESTO POLICE MANAGEMENT ASSOCIATION

Clint Raymer, President

Aaron Tait, ~~Vice President~~ TREASURER

Timothy Talbot, Chief Negotiator

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT POLICE - REPRESENTED (MPMA)

RANGE	3.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	29.85	31.34	32.91	34.56	36.29	2,388.00	2,507.20	2,632.80	2,764.80	2,903.20	5,193.90	5,453.16	5,726.34	6,013.44	6,314.46
0602	30.60	32.13	33.74	35.43	37.20	2,448.00	2,570.40	2,699.20	2,834.40	2,976.00	5,324.40	5,590.62	5,870.76	6,164.82	6,472.80
0603	31.36	32.93	34.58	36.31	38.13	2,508.80	2,634.40	2,766.40	2,904.80	3,050.40	5,456.64	5,729.82	6,016.92	6,317.94	6,634.62
0604	32.16	33.77	35.46	37.23	39.09	2,572.80	2,701.60	2,836.80	2,978.40	3,127.20	5,595.84	5,875.98	6,170.04	6,478.02	6,801.66
0605	32.96	34.61	36.34	38.16	40.07	2,636.80	2,768.80	2,907.20	3,052.80	3,205.60	5,735.04	6,022.14	6,323.16	6,639.84	6,972.18
0606	33.78	35.47	37.24	39.10	41.06	2,702.40	2,837.60	2,979.20	3,128.00	3,284.80	5,877.72	6,171.78	6,479.76	6,803.40	7,144.44
0607	34.62	36.35	38.17	40.08	42.08	2,769.60	2,908.00	3,053.60	3,206.40	3,366.40	6,023.88	6,324.90	6,641.58	6,973.92	7,321.92
0608	35.48	37.25	39.11	41.07	43.12	2,838.40	2,980.00	3,128.80	3,285.60	3,449.60	6,173.52	6,481.50	6,805.14	7,146.18	7,502.88
0609	36.38	38.20	40.11	42.12	44.23	2,910.40	3,056.00	3,208.80	3,369.60	3,538.40	6,330.12	6,646.80	6,979.14	7,328.88	7,696.02
0610	37.29	39.15	41.11	43.17	45.33	2,983.20	3,132.00	3,288.80	3,453.60	3,626.40	6,488.46	6,812.10	7,153.14	7,511.58	7,887.42
0611	38.22	40.13	42.14	44.25	46.46	3,057.60	3,210.40	3,371.20	3,540.00	3,716.80	6,650.28	6,982.62	7,332.36	7,699.50	8,084.04
0612	39.17	41.13	43.19	45.35	47.62	3,133.60	3,290.40	3,455.20	3,628.00	3,809.60	6,815.58	7,156.62	7,515.06	7,890.90	8,285.88
0613	40.15	42.16	44.27	46.48	48.80	3,212.00	3,372.80	3,541.60	3,718.40	3,904.00	6,986.10	7,335.84	7,702.98	8,087.52	8,491.20
0614	41.16	43.22	45.38	47.65	50.03	3,292.80	3,457.60	3,630.40	3,812.00	4,002.40	7,161.84	7,520.28	7,896.12	8,291.10	8,705.22
0615	42.18	44.29	46.50	48.83	51.27	3,374.40	3,543.20	3,720.00	3,906.40	4,101.60	7,339.32	7,706.46	8,091.00	8,496.42	8,920.98
0616	43.24	45.40	47.67	50.05	52.55	3,459.20	3,632.00	3,813.60	4,004.00	4,204.00	7,523.76	7,899.60	8,294.58	8,708.70	9,143.70
0617	44.32	46.54	48.87	51.31	53.88	3,545.60	3,723.20	3,909.60	4,104.80	4,310.40	7,711.68	8,097.96	8,503.38	8,927.94	9,375.12
0618	45.43	47.70	50.09	52.59	55.22	3,634.40	3,816.00	4,007.20	4,207.20	4,417.60	7,904.82	8,299.80	8,715.66	9,150.66	9,608.28
0619	46.57	48.90	51.35	53.92	56.62	3,725.60	3,912.00	4,108.00	4,313.60	4,529.60	8,103.18	8,508.60	8,934.90	9,382.08	9,851.88
0620	47.73	50.12	52.63	55.26	58.02	3,818.40	4,009.60	4,210.40	4,420.80	4,641.60	8,305.02	8,720.88	9,157.62	9,615.24	10,095.48
0621	48.93	51.38	53.95	56.65	59.48	3,914.40	4,110.40	4,316.00	4,532.00	4,758.40	8,513.82	8,940.12	9,387.30	9,857.10	10,349.52
0622	50.15	52.66	55.29	58.05	60.95	4,012.00	4,212.80	4,423.20	4,644.00	4,876.00	8,726.10	9,162.84	9,620.46	10,100.70	10,605.30
0623	51.41	53.98	56.68	59.51	62.49	4,112.80	4,318.40	4,534.40	4,760.80	4,999.20	8,945.34	9,392.52	9,862.32	10,354.74	10,873.26
0624	52.69	55.32	58.09	60.99	64.04	4,215.20	4,425.60	4,647.20	4,879.20	5,123.20	9,168.06	9,625.68	10,107.66	10,612.26	11,142.96
0625	54.00	56.70	59.54	62.52	65.65	4,320.00	4,536.00	4,763.20	5,001.60	5,252.00	9,396.00	9,865.80	10,359.96	10,878.48	11,423.10
0626	55.35	58.12	61.03	64.08	67.28	4,428.00	4,649.60	4,882.40	5,126.40	5,382.40	9,630.90	10,112.88	10,619.22	11,149.92	11,706.72
0627	56.73	59.57	62.55	65.68	68.96	4,538.40	4,765.60	5,004.00	5,254.40	5,516.80	9,871.02	10,365.18	10,883.70	11,428.32	11,999.04
0628	58.15	61.06	64.11	67.32	70.69	4,652.00	4,884.80	5,128.80	5,385.60	5,655.20	10,118.10	10,624.44	11,155.14	11,713.68	12,300.06
0629	59.61	62.59	65.72	69.01	72.46	4,768.80	5,007.20	5,257.60	5,520.80	5,796.80	10,372.14	10,890.66	11,435.28	12,007.74	12,608.04
0630	61.10	64.16	67.37	70.74	74.28	4,888.00	5,132.80	5,389.60	5,659.20	5,942.40	10,631.40	11,163.84	11,722.38	12,308.76	12,924.72
0631	62.62	65.75	69.04	72.49	76.11	5,009.60	5,260.00	5,523.20	5,799.20	6,088.80	10,895.88	11,440.50	12,012.96	12,613.26	13,243.14
0632	64.19	67.40	70.77	74.31	78.03	5,135.20	5,392.00	5,661.60	5,944.80	6,242.40	11,169.06	11,727.60	12,313.98	12,929.94	13,577.22
0633	65.80	69.09	72.54	76.17	79.98	5,264.00	5,527.20	5,803.20	6,093.60	6,398.40	11,449.20	12,021.66	12,621.96	13,253.58	13,916.52
0634	67.45	70.82	74.36	78.08	81.98	5,396.00	5,665.60	5,948.80	6,246.40	6,558.40	11,736.30	12,322.68	12,938.64	13,585.92	14,264.52
0635	69.14	72.60	76.23	80.04	84.04	5,531.20	5,808.00	6,098.40	6,403.20	6,723.20	12,030.36	12,632.40	13,264.02	13,926.96	14,622.96
0636	70.87	74.41	78.13	82.04	86.14	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	12,331.38	12,947.34	13,594.62	14,274.96	14,988.36
0637	72.65	76.28	80.09	84.09	88.29	5,812.00	6,102.40	6,407.20	6,727.20	7,063.20	12,641.10	13,272.72	13,935.66	14,631.66	15,362.46
0638	74.46	78.18	82.09	86.19	90.50	5,956.80	6,254.40	6,567.20	6,895.20	7,240.00	12,956.04	13,603.32	14,283.66	14,997.06	15,747.00
0639	76.32	80.14	84.15	88.36	92.78	6,105.60	6,411.20	6,732.00	7,068.80	7,422.40	13,279.68	13,944.36	14,642.10	15,374.64	16,143.72
	78.23	82.14	86.25	90.56	95.09	6,258.40	6,571.20	6,900.00	7,244.80	7,607.20	13,612.02	14,292.36	15,007.50	15,757.44	16,545.66

EXHIBIT A

RESCINDED

Print

SEP 2 3 2014

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2014-387

2014-387

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-313

RESOLUTION FREEZING SICK LEAVE CONVERSION TO RETIREE MEDICAL FOR SWORN UNREPRESENTED EMPLOYEES; APPROVING SPECIALTY PAY FOR POLICE CAPTAINS; INCORPORATING PREVIOUSLY AUTHORIZED BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES, INCLUDING CHARTER OFFICERS AND EXECUTIVES; AND RESCINDING RESOLUTION NO. 2012-371

WHEREAS, it is the desire of the City to make structural change to the City's retiree sick leave conversion program to lower the City's unfunded actuarial accrued liability,

WHEREAS, City already froze the sick leave conversion program for retiree medical for all non-sworn unrepresented employees effective October 22, 2012 and wishes to freeze sick leave conversion program retiree medical for all sworn unrepresented employees as of August 25, 2014, and

WHEREAS, the City has historically implemented terms and condition or employment for Unrepresented Police Captains consistent with the terms and condition of employment covering employees in the MPMA bargaining unit, and

WHEREAS, the City desires to approve a specialty pay for Police Captains with a Supervisory POST Certificate of 3.2% and for Police Captains with Management POST Certificate of 5.7% to have parity with MPMA agreement;

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

SECTION 1. 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 remain in effect as follows:

City Contribution (monthly) Sworn and Non-Sworn	1/1/2011
Family	$1100
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 2. 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	January 1, 2008	$94.00 (Per Reso. No. 2005-602)
Sworn Fire Management	July 1, 2007	$85.00

SECTION 3. 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 4. 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 5. 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 6. 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 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 7. MANAGEMENT LEAVE ANNUAL CASHOUT. The maximum number of hours available for cash out each December shall be 40 hours annually for Management employees.

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 8. FIRE CHIEF OFFICER SHIFT STIPEND. Effective December 27, 2005, 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 dollars ($1,000) 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 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. 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.

Initial Probation: It is understood that the probationary period will normally last for one year from the date of appointment, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1680 hours. In the event that an employee works less than 1680 hours in the first twelve months of employment, then the employee's probation shall be extended until he/she has worked 1680 hours.

Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for one year from the date of promotion, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1560 hours. In the event that an employee works less than 1560 hours during the twelve months following his/her promotion, then the employee's probation shall be extended until he/she has worked 1560 hours.

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 11. DEFERRED COMPENSATION SERVICE DATES. 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 12. DOMESTIC PARTNERS. Benefits applicable to spouses shall be extended to registered domestic partners, as required by law.

SECTION 13. 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 14. 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 15. HAZARDOUS MATERIALS CERTIFICATION PAY. Effective July 1, 2003, one (1) Fire Department Battalion Chief or Division Chief shall be authorized five (5%) percent 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 16. MASTERS DEGREE INCENTIVE PAY. Effective June 29, 2004, employees who possess a Masters 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 17. 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 18. 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 19. 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 20. 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 21. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION PAY. Effective July 1, 1990, sworn Fire Management employees in the classifications of Fire Battalion Chief and Fire Division Chief who are certified as Medical First Responders, shall receive a monthly allowance equivalent to two and one-half percent (2.5%) of the base salary for their classification. Employees 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. The EMT-I allowance shall be in lieu of the Medical First Responder allowance.

SECTION 22. MUTUAL AID ASSIGNMENT. Per Resolution 2001-485, effective September 25, 2001, 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 $1000 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 $1200 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 23. 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 24. 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. 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 25. 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 26. RETIREE HEALTH INSURANCE. 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.

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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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 on or after 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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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.

For non-sworn 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) account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

Sworn employees hired **on or before December 31, 2010** and who retire from the City 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 accrued up toAugust 25, 2014, up to twenty-two hundred (2,200) hours, 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 sworn 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) account effective August 26, 2014. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

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. 2012-371 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of August, 2014, 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 LINDGREN, City Attorney

RESCINDED

Print

JAN 10 2017

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2017-09

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-314

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 MANAGEMENT POLICE SAFETY MEMBERS

WHEREAS, by Resolution No 2013-82 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:

For Unrepresented Management Police Safety employees, 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 December 30, 2014.

BE IT FURTHER RESOLVED that effective December 30, 2014 Resolution No. 2013-82 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 12th day of August, 2014, 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 LINDGREN, City Attorney

RESCINDED

Print

JAN 10 2017

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2017-08

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-315

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 MANAGEMENT ASSOCIATION (MPMA)

WHEREAS, by Resolution No 2013-81 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:

For Police Safety employees, 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 December 30, 2014.

BE IT FURTHER RESOLVED that effective December 30, 2014 Resolution No. 2013-81 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 12th day of August, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-316

A RESOLUTION APPROVING A CFF RIGHT-OF-WAY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MODESTO AND JWG MCHENRY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR RIGHT-OF-WAY AND PUBLIC IMPROVEMENTS IN CONNECTION WITH THE NEW INFINITI DEALERSHIP ON MCHENRY AVENUE (SOUTH OF THE MCHENRY/CLARATINA INTERSECTION) AND ON CLARATINA AVENUE (EAST OF MCHENRY) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Modesto's General Plan calls for Claratina Avenue to be constructed as a Class B expressway, and

WHEREAS, the future Claratina Avenue has been developed as an expressway and additional right-of-way is necessary for the future realignment of Claratina Avenue, and

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, the City and the Developer are proposing to enter into a CFF Public Improvement and Right-of-Way Reimbursement Agreement ("Agreement") between the City of Modesto and Developer to provide for reimbursement for a portion of the Improvements and right-of-way ("ROW") to be dedicated, and

WHEREAS, said Agreement shall have a maximum reimbursement amount which will be determined through a bidding process. Staff is currently working with Developer to complete this process. The reimbursement amount for the Improvements will be allocated from the Streets CFF fund no later than thirty (30) days after completion and acceptance of the Improvements and the submittal of all documentation required in subparagraph 5(a)(iii) of the Agreement, provided that sufficient funds are available in the CFF Program, and

WHEREAS, said Agreement shall have a maximum reimbursement amount for the Dedication, which will be allocated from the CFF Streets fund, no later than forty-five (45) days after recordation of the Dedication, 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 CFF 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 15162 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.

BE IT FURTHER RESOLVED that the CFF 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.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Agreement after all appropriate reimbursable amounts have been determined through the bidding process and all required exhibits and have been attached, 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 August, 2014, by Councilmember Cogdill, 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. 2014-317

RESOLUTION AUTHORIZING STAFF TO APPLY FOR A $3,000,000 CALIFORNIA ENERGY COMMISSION 1% INTEREST LOAN TO REPLACE HPS STREET LIGHTS WITH LED STREET LIGHTS IN THE CITY OF MODESTO, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements, and

WHEREAS, Council asked staff to investigate the possibility of a 1% interest California Energy Commission loan to replace HPS street lights with LEDs, and

WHEREAS, Staff estimates it will cost approximately $3,748,280 to replace 9,493 street lights, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City Manager, or his designee to apply for a loan from the California Energy Commission to implement energy efficiency measures.

BE IT FURTHER RESOLVED, by the Council of the City of Modesto that in compliance with the California Environmental Quality Act (CEQA), finds that the activity funded by the loan is a project that is exempt under Categorical Section 15301, Class 2, item ©.

BE IT FURTHER RESOLVED, that if recommended for funding by the California Energy commission, the Council of the City of Modesto authorizes the City Manager, or his designee, to accept a loan up to $3,000,000.

BE IT FURTHER RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

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 necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of August, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-318

Print

RESOLUTION AMENDING THE CITY'S ANTI-DRUG/ALCOHOL MISUSE PROGRAM TO ENSURE CONTINUED COMPLIANCE WITH THE REGULATIONS OF THE FEDERAL DEPARTMENT OF TRANSPORTATION

WHEREAS, the Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing of safety-sensitive transportation employees in transportation industries, and

WHEREAS, on January 10, 2012 by Resolution No. 2012-10 , the Council of the City of Modesto approved amending the Anti-Drug/Alcohol Misuse Program, and

WHEREAS, the City of Anti-Drug/Alcohol Misuse Program and Procedure is governed by both the Federal Motor Carrier Safety Administration and the Federal Transit Administration, and

WHEREAS, there is a need to revise the City's Anti-Drug/Alcohol Misuse Program to ensure compliance with the Federal regulations of the Department of Transportation,

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

SECTION I. POLICY AMENDMENT. The Anti-Drug/Alcohol Misuse Program **attached** hereto is hereby approved.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after September 2, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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

MODESTO
CALIFORNIA

City of Modesto
ANTI-DRUG PROGRAM/ALCOHOL MISUSE PROGRAM
As required by the Department of Transportation

Adopted and approved by Modesto City Council on September 2, 2014

City of Modesto
1010 Tenth Street
PO Box 642
Modesto, CA 95353
Phone 209-577-5446 • Fax 209-576-7069

Please Note:

The following policy contains information in regards to the City's federally mandated drug and alcohol misuse policy for commercial license holders and safety sensitive positions covered by these regulations.

Employees and supervisors should be aware that there are other rules and policies that pertain to the subject of drug and alcohol use and this policy should not be considered a sole source for direction in all circumstances.

Additional related information may be found in the following documents as well as other sources not listed:

- Employee Handbook
- Personnel Rules
- City Alcohol and Drug Abuse Policy
- Memorandums of Understanding

Please contact Human Resources for guidance and questions.

The Drug and Alcohol Program Manager/Designated Employer Representative for the City of Modesto is the Risk and Loss Control Coordinator, 209-577-5446.

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, 49 CFR Part 40, as amended, and 49 CFR Part 382, as amended. All drug and alcohol testing is conducted in accordance with these regulations.

Copies of Parts 382, 655 and 40 are available in the Anti-Drug Program/Alcohol Misuse Program Manager's office and can be found on the internet at the Office of Drug & Alcohol Policy & Compliance's website http://www.dot.gov/ost/dapc/index.html.

The City of Modesto has written and implemented its Anti-Drug/Alcohol Misuse Program to ensure compliance with Federal Regulations of the Department of Transportation. This program is implemented in addition to the City's Drug-Free Workplace Program. This policy and these procedures are adjunct to the City of Modesto's Alcohol and Drug Abuse Policy, dated October 7, 2009. In the event that Federal Regulations conflict with the City's Drug-Free Workplace Program, the Federal Regulations shall prevail. In the event that Federal Regulations fail to provide language for a particular situation, the employee shall be subject to this policy, the City's 2009 Drug-Free Workplace Program or other applicable City Policies.

It is the goal of the City of Modesto to attract and maintain a work force that is free of alcohol or drugs that impair judgment, impact job performance or result in accident or injury to employees or the general public. For the purpose of this program an employee who tests positive on a drug test, as defined by DOT, shall be considered impaired.

2. Statement of Philosophy

A. City Philosophy

As stated in the City of Modesto's Alcohol and Drug Abuse Policy, employees shall not utilize or be impaired by alcohol or drugs while in City vehicles, at work locations, or while on duty or paid standby; shall not possess alcohol or drugs while on duty, or in City vehicles; shall not sell or provide or participate in or arrange for the selling or provision of prescription or illegal drugs to any other employee or to any person while such employee is on duty or paid standby; nor have their ability to work impaired as a result of the use of alcohol or drugs. Employees must be able to perform their duties safely and efficiently, in the interest of the public and their fellow workers, as well as themselves. The influence of drugs and alcohol on employees is not consistent with this objective.

The City will act to eliminate any substance abuse. Examples include alcohol, illegal drugs, prescription drugs, or any other substance which could impair an employee's ability to perform safely and effectively the functions of the particular job that increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the City's reputation.

3. Scope

A. Covered Employees

This policy applies to every employee whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined herein, and any employee applying for such positions. Compliance with all required testing is a condition of employment.

Under Federal Motor Carrier Safety Administration (**FMCSA**), an employee is performing a safety-sensitive function if they are:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL),
- Inspecting, servicing, or repairing any commercial motor vehicle,
- Waiting to be dispatched to operate a commercial motor vehicle,
- Performing all other functions in or upon a commercial motor vehicle,
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipment being loaded or unloaded,
- Performing driver requirements associated with an accident, or
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

Under Federal Transportation Authority (**FTA**), you are a safety-sensitive employee if you perform any of the following:

- Operation of a revenue service vehicle, whether in or out of revenue service,
- Operation of a non-revenue vehicle requiring a CDL,
- Controlling movement or dispatch of a revenue service vehicle,
- Security personnel who carry firearms,
- Maintenance (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment being used on revenue service, or
- Contract employees that stand in the shoes of Transit System employees who have to comply.

Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function. A volunteer is a covered employee if: (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or (2) The volunteer performs a safety-sensitive function for an entity subject to CFR 49 Part 655, 40 or 382 and receives remuneration in excess of his or her expenses incurred while engaged in the volunteer activity.

See Attachment A and B for a list of covered positions by job title.

B. Contact

For questions regarding the City's anti-drug use and alcohol misuse program, please contact the Risk & Loss Control Coordinator at 209-577-5446.

4. Prohibited Substances

- Marijuana
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

Use of these five substances is prohibited at all times and a covered employee may be tested for these drugs any time while on duty.

5. Prohibited Behavior- Alcohol

Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report to duty. If the covered employee claims ability to perform his or her safety-sensitive function despite prior consumption of alcohol, they must take an alcohol test, with a negative result, before being allowed to work.

No department shall permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

Each covered employee is prohibited from reporting to work or remaining on duty requiring performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

6. Testing Procedure

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability using techniques, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted consistent with the procedures as required in 49 CFR Part 40 (as amended). The following types of tests and testing protocols apply:

A. Pre-Employment Testing

Pre-employment tests are conducted after making a conditional offer of employment or transfer that is subject to the employee passing the pre-employment test.

FTA Procedures: A negative pre-employment drug test result is required before an employee can first perform safety-sensitive duties.

A pre-employment test, with a verified negative result, is required for covered employees who are away from work for more than 90 consecutive calendar days, are removed from the random testing pool, during that time, and plan to return to a safety-sensitive function.

When a covered employee or applicant has previously failed or refused a DOT pre-employment drug and/or alcohol test, the employee must provide proof of having successfully completed a referral, evaluation and treatment plan meeting DOT requirements.

FMCSA Procedures: A negative pre-employment drug test result is required before an employee can first perform safety-sensitive duties. An employer is required to administer a pre-employment controlled substances test if:

(1) The driver has participated in a controlled substances testing program that meets the requirements of this part within the previous 30 days; and

(2) While participating in that program, either:

a) Was tested for controlled substances within the past six months (from the date of application with the City of Modesto), or
b) Participated in the random controlled substances testing program for the previous twelve months (from the date of application with the City of Modesto); and

(3) The City of Modesto ensures that no prior employer of the driver (of whom the City of Modesto has knowledge) has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

(4) A pre-employment test, with a verified negative result, is required for covered employees who are away from work for more than 30 consecutive calendar days, are removed from the random testing pool during that time, and plan to return to a safety-sensitive function.

B. Reasonable Suspicion Testing

As currently provided in the City of Modesto's Alcohol and Drug Abuse Policy, the City shall conduct a drug and/or alcohol test when the City has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse.

The determination that reasonable suspicion exists shall be based on specific, contemporaneous, objective observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other City official, trained in detecting the signs and symptoms of drug use and alcohol misuse, must make the required observations and document them in writing on the form provided. (Attachment D)

The City allows you to ask to have a representative with you prior to being tested for non-DOT reasons. We will provide access to a telephone to contact a representative. Your representative must be present within one and one half hours of the time we directed you to take the test. If the representative cannot be present or is not present within that time, we may allow additional time at our discretion or we may choose to have you undergo the evaluation and/or testing without your representative being present.

The City of Modesto may direct a covered employee to undergo DOT reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. However, all City employees (DOT and non-DOT) can be tested under the City's Alcohol and Drug Abuse Policy for reasonable suspicion.

If an alcohol test is not administered within two (2) hours following the determination to conduct a reasonable suspicion test, the supervisor shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination to test, the City shall cease attempts to administer an alcohol test and update the record with the reasons for not administering the test in a timely manner.

Where there is reasonable suspicion that the employee is impaired by alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home after the employee has undergone testing. The employee shall be placed on paid administrative leave pending the outcome of the test.

C. Post-Accident Testing

FMCSA and FTA Procedures: Covered employees shall be subject to post-accident alcohol and controlled substances testing under the following circumstances:

Fatal Accidents: As soon as possible following an accident involving the loss of human life, DOT drug and alcohol tests are conducted on all surviving covered employees. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, is tested.

Non-Fatal Accidents: Post-accident testing is required if one of the following conditions is met,

- An accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident,

  or

- One or more vehicles receive disabling damage and have to be towed from the scene, and the covered employee may have contributed to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, is tested.

Disabling damage means damage which prevented the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, or windshield wipers that makes them inoperative.

If an alcohol test is not administered within two hours following the time of the accident, the supervisor shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination to test, the City shall cease attempts to administer an alcohol test and update the record with the reasons for not administering the test in a timely manner. The drug test should be taken as soon as possible. Attempts to conduct the drug test shall cease after 32 hours.

Any decision not to administer a drug and/or alcohol test under this section shall be based on the City's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making progress used to reach the decision not to test (Attachment C).

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

D. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimal annual percentage rate set each year by the DOT Administrator. The current year testing rates can be viewed on line at http://www.dot.gov/ost/dapc/rates.html. The FMCSA minimum testing requirement is to annually perform drug tests on 50% and alcohol tests on 10% of the average number of commercial driver positions. The FTA minimum testing requirement is to annually perform drug tests on 25% and alcohol tests on 10% of the average number of safety-sensitive employees. If a given agency or driver is subject to random alcohol or controlled substances testing under the random alcohol or controlled substances testing of more than one DOT agency for the same employer, the drivers shall be subject to random alcohol and/or controlled substances testing at the annual percentage rate established for the calendar year by the DOT agency regulating more than 50 percent of the driver's function.

The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

Each employee selected for testing shall be tested during the selection period. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing shall proceed to the test site immediately.

E. Test Refusal

You have refused to take a test if you:

1. Fail to provide a breath or urine sample,
2. Provide an insufficient volume without valid medical explanation,
3. Fail to appear within a reasonable time,
4. Leave the scene of an accident without just cause,
5. Fail to permit an observed or monitored collection when required,

6. For an observed collection, fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process,
7. Possess or wear a prosthetic or other device that could be used to interfere with the collection process,
8. Admit to the collector or MRO that you adulterated or substituted the specimen. Fail to take a second test when required,
9. Fail to undergo a medical examination when required,
10. Fail to cooperate with any part of the testing process,
11. Fail to sign Step 2 of alcohol test form,
12. Once test is underway, fail to remain at site and provide a specimen, or
13. The MRO verifies that you provided an adulterated/substituted sample.

For pre-employment tests only, failure to appear, aborting the collection before the test commences, or failure to remain at site prior to commencement of test is NOT a test refusal.

F. Shy Bladder

If an employee is unable to provide at least 45 milliliters of urine, collection site personnel shall direct the individual to drink not more then 40 ounces of fluids and, after a period up to three (3) hours time, attempt to provide a complete sample. If employee is still not able to give an adequate sample the MRO shall refer the individual for a medical evaluation to determine if the individual's inability to provide a sample is a genuine medical condition or constitutes a refusal to test. An employee's refusal to be examined by a physician shall be regarded as a refusal to test.

G. Dilute Samples

In instances where the employee produces a dilute negative specimen, he or she must undergo a second test. Dilute negative results of 2-5 mg/dl require an immediate recollection under direct observation (see §40.155(c)). The result of the second test is the result of record.

H. Split Sample

Any covered employee who questions the results of a required drug test under this policy may request that the split sample be analyzed. The analysis must be conducted on the split sample that was provided by the employee at the time of the primary specimen. The employee's request must be made to the Medical Review Officer within 72 hours of notice of the verified results from the original sample. Requests after 72 hours will only be accepted at the discretion of the MRO. The split specimen test will be sent to a different DHHS-certified laboratory to analysis for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The split specimen analysis will be at the employee's expense if it confirms the original result.

I. Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee is immediately removed from safety-sensitive duties, referred to a substance abuse professional (SAP), and put on administrative leave pending disciplinary action.

FTA Procedures: Following a BAC of 0.02 or greater, but less than 0.04, the employee is immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration of less than 0.02.

FMCSA Procedures: Following a BAC of 0.02 or greater, but less than 0.04, the employee is immediately removed from safety-sensitive duties until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

J. Return to Duty Testing

Any employee who is allowed to return to duty after a refusal to submit to a test or failing an alcohol and/or drug test, must first be evaluated by a substance abuse professional (SAP), and provide a negative drug, alcohol (or both) return-to-duty test result.

K. Follow-Up Testing

Employees returning to duty following a leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing as directed by the SAP. The number and frequency of such follow-up testing shall be directed by the SAP. The employee will be subject to follow-up testing for a period of 1 to 5 years as determined by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, subpart O.

L. Compensation

Time spent in conjunction with pre-duty (first test to add into the Random pool), post-accident, random and reasonable suspicion testing shall be considered as paid time. The City shall also pay for the cost of these tests, pre-employment tests and the initial evaluation by the SAP. Cost of SAP-required treatment and testing, time spent while testing for return to duty, and time spent on follow-up testing shall be borne by the employee.

7. Employee admission of alcohol and controlled substances use

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under the City of Modesto's policy, any employee who **voluntarily discloses** a substance abuse problem **before a disciplinary matter develops and/or before notification for a required test**, will be subject to return-to-duty and follow-up testing under the City of Modesto's authority (using non-DOT testing paperwork). The purpose of the return to duty testing is to provide a degree of assurance that the employee is drug and alcohol free and that the employee is able to return to work without undue concern of continued drug abuse or alcohol misuse.

The employee must be referred to EAP and evaluated by a substance abuse counselor and pass a non-DOT return-to-duty test. The non-DOT return-to-duty test must include both drug and alcohol testing as well as meet other return-to-duty requirements. The employee must have a verified negative drug test result and a breath alcohol test result of less than 0.02 before returning to his/her safety-sensitive functions. Once returned and as a condition of ongoing employment, the employee must follow the recommended frequency and duration of follow-up testing from the EAP/substance abuse counselor. **Any employee who refuses or fails to comply with requirements for treatment, after care, or return-to-duty shall be subject to disciplinary action, up to and including termination.** The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider.

Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Any follow-up testing will be apart from and in addition to participation in the random testing program.

8. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. It is however, the employee's responsibility to explain to their physician their job duties and ask their physician, or other health care professional, whether or not the prescribed drug may impair their job performance or mental or motor function. It is the responsibility of the employee to remove themselves from service if they are unfit for duty due to prescription drug use.

The City requires employees to report the use of medically authorized drugs or other substances that may create a direct threat by impairing performance of safety-sensitive functions to his/her supervisor, and to provide written medical authorization to work from a physician.

Failure to report the use of such drugs or failure to provide proper evidence of medical authorization to work may result in disciplinary action, up to and including termination.

9. Over-The-Counter Medications

The City requires it's employees, when selecting an over-the-counter medication, to read all warning labels before selecting medications for use while performing safety-sensitive function. Medications known to affect mental function, motor skills or judgment should not be selected. The advice of a pharmacist, if available at the purchase site may be helpful in making a selection that is appropriate for the safety-sensitive functions. If no alternate medication is available for the condition, the employee should seek professional assistance from a pharmacist or physician. Ultimately, the employee may be the best judge of how a substance is impacting him/her. It is the responsibility of the employee to refrain from using any over-the-counter medication that may cause altering side effects inconsistent with doing their job.

10. Evaluation/Rehabilitation

The Substance Abuse Professional (SAP) must be a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, social worker, employee assistance professional; or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse.

The SAP will perform responsibilities and retain confidential records as required by 49 CFR Part 40 (as amended).

An employee who fails a drug test, alcohol test (0.02 or greater), or refuses to be tested will be referred to a substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with alcohol misuse or drug use. Applicants not hired and employees who are to be disciplined as a result of a violation of this policy shall also be referred to the SAP. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be evaluated by a substance abuse

professional to determine if the employee has properly followed a rehabilitation program and shall be subject to unannounced follow-up alcohol and controlled substance testing.

Participation in rehabilitation through the SAP will not result in disciplinary action. However, successful completion of the prescribed program, if it is determined that participation in such a program is needed, will be required for the employee to continue in the employment of the City of Modesto. The employee shall be placed on sick leave, vacation leave, or leave without pay if sick or vacation leave is not available, in order to enter into an approved rehabilitation program.

Participation in rehabilitation through the SAP will not prevent or prohibit disciplinary action where warranted for violations of rules and regulations.

Return to duty will be conditioned upon agreement to substance/alcohol retesting as determined by the SAP for a time period not to exceed 60 months. City policy states that positive results on a follow-up test or other evidence of relapse will be grounds for disciplinary action, up to and including termination.

The SAP's determination that an employee is medically qualified to be returned to duty will not prevent or prohibit disciplinary action for violation of rules and regulations.

Employees who have been determined to need treatment to resolve an alcohol misuse or drug use problem shall be referred to the City's Employee Assistance Program.

11. Employee and Supervisor Training

Every safety-sensitive employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Part 40 and Part 655 (as amended) on the City's Intranet, by contacted the Program Manager, or by contacting the Risk & Loss Control Coordinator.

All covered employees will undergo a minimum of 60 minutes of initial training on the signs and symptoms of drug use including the side effects and consequences of drug use on personal health, safety, and the work environment. Follow-up training will be done as regulations and requirements change. The initial training also includes manifestations and behavioral cues that may indicate prohibited drug use. Upon completion of the training, employees will sign and date the Employee Acknowledgement Form to confirm receiving the document and the training. Training forms will be forwarded to Human Resources for retention.

All supervisory and management personnel who are in a position to determine employee fitness for duty will receive a minimum of 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Follow-up training will be done as regulations and requirements change.

Information on the signs, symptoms, health effects, and consequences of substance abuse is found in Attachment G of this policy.

12. Medical Review Officer (MRO)

The MRO must be a licensed physician or doctor of osteopathy who is responsible for receiving laboratory results generated by the drug testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's

confirmed positive test result together with his/her medical history and any other relevant biomedical information.

The MRO will perform responsibilities, perform notifications, and retain confidential records as required by 49 CFR Part 40 as amended.

13. Testing Laboratory

The City shall use a drug testing laboratory certified under HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; 53 FR 11970, April 11, 1988 and subsequent amendments.

The testing laboratory will comply with all methods and procedures of 49 CFR Parts 40, 382, and 655 (as amended). The laboratory shall have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility.

14. Reporting of Anti-Drug/Alcohol Testing Results

The City shall prepare and maintain an annual calendar year summary of the results of its alcohol and controlled substances testing programs. By March 15 of each year, the City shall complete the annual summary covering the previous calendar year.

If the City is notified, during the month of January, of a request by the FMCSA and/or FTA to report the employer's annual calendar year summary information, the City shall prepare and submit the report to FMCSA and/or FTA by March 15 of that year. The report shall be in the form and manner prescribed by FMCSA and/or FTA in their requests. When the report is submitted to FMCSA and/or FTA by mail or electronic transmission, the information requested shall be typed, except for the signature of the certifying official.

Each annual calendar year, a summary containing information on controlled substances and alcohol screening test results shall include all informational elements as required by the FTA.

15. Confidentiality

Each individual's record of testing and results under this policy will be maintained as private and confidential. Except as provided by law or expressly authorized by DOT regulations, the results of individual drug/alcohol tests will not be released to anyone without the specific, written consent of a safety-sensitive employee authorizing release of the information to an identified person. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, Program Manager, or Department Administrator if removal from safety-sensitive function is necessary).

All written records will be stored in locked containers or in a secure location with access available only by the Program Manager and DOT upon request. Drug and alcohol testing and/or rehabilitation records shall only be released to subsequent DOT covered employers upon written consent from the covered employee. Under these circumstances, only the specific information requested by the employee shall be released.

Terms and Definitions

Accident – The types of accidents requiring testing can be found under Post-Accident Testing.

Air Blank – A reading by an Evidential Breath Testing Device (EBT) of ambient air containing no alcohol.

Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration – The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath testing device.

Alcohol Use – The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind Sample or Blind Performance Test – A urine specimen submitted to a laboratory for qualify control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens. This specimen is spiked with known quantities of specific drugs or can be blank, containing no drugs.

Breath Alcohol Technician – An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Canceled or Invalid Test – In drug testing, a drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither a positive nor a negative test. A sample that has been rejected for testing by a laboratory is treated the same as a canceled test. In alcohol testing, a test that is deemed to be invalided under §40 Subpart N – Problems in Alcohol Testing is considered canceled or invalid.

Certification – A recipient's (of federal funds) written statement, authorized by the organization's governing board or other authorizing official, that the recipient has complied with the provisions of this part (FTA).

Chain of Custody – Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health & Human Services (DHHS) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site – A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collection Site Person – A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

Commercial Motor Vehicle (CMV) – means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor 1) Jas a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds; or 2) Has a gross vehicle weight rating of 26,001 pounds; or 3) Is designed to transport 16 or more passengers, including the driver; or 4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous

Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulation (49 CFR Part 172, subpart F).

Confirmation Test – For alcohol testing this means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Covered Position (Safety-Sensitive position) – A duty position or job category that requires the performance of safety-sensitive (covered) function(s).

Covered Function (Safety-Sensitive Function) (1) FMCSA: operation of a commercial motor vehicle. (2) FTA: (a) Operating a revenue service vehicle, including when not in service; (b) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (c) Maintaining a revenue service vehicle or equipment used in revenue service; (d) Carrying a firearm for security purposes; (e) Controlling the movement or dispatch of a revenue service vehicle.

Dilute Specimen – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT Agency – An agency of the United States Department of Transportation administering regulations related to drug or alcohol testing. The Federal Motor Carrier Safety Administration and Federal Transit Administration are DOT agencies.

Drug Metabolite – The specific substance produced when the human body metabolizes a given drug as it passes through the body and is excreted in the urine.

Drug Test – The laboratory analysis of urine specimen collected in accordance with 49 CFR part 40 and analyzed in a DHHS-approved laboratory.

Education – Efforts that include the display and distribution of informational materials, a telephone number for employee assistance, and the City's policy(ies) regarding drug use in the workplace.

Employee Assistance Program (EAP) – A program provided to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the work force are usually arranged through the EAP.

Employer or operator – (1) FMCSA: means any person who owns or leases a commercial motor vehicle or assigns persons to operate such a vehicle. (2) FTA: A recipient or other entity that provides mass transportation service or which performs a safety-sensitive function for such recipient or other entity.

Evidential breath testing device (EBT) – A device approved by the National Highway Traffic Safety Administration (NHTSA) for evidential testing of breath and placed on NHTSA's conforming products list of evidential breath measurement devices (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

Federal Motor Carrier Safety Administration (FMCSA) – The DOT operating authority that regulates commercial motor vehicles.

Large Operator – 1) FMCSA: an employer who has more than 50 covered employees, 2) FTA: A recipient or sub-recipient primarily operating in an area of 200,000 or more in population.

Medical Review Officer (MRO) – A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Performing a Covered Function: An employee is considered to be performing a covered function during any period in which he or she is actually performing, ready to perform, or immediately available to perform such covered functions.

Permanent Employee – An employee hired for a period of more than 120 days

Post-Accident Test – A drug test administered to an employee when an accident has occurred and the employee performed a safety-sensitive function that either contributed to the accident, or cannot be completely discounted as a contributing factor in the accident.

Pre-Employment Test – A drug test given to an applicant or employee who is being considered for a safety-sensitive position. The applicant or employee must be informed of the purpose for the urine collection prior to actual collection.

Prohibited Drug – Marijuana (including all hemp products), cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Test – A drug test of safety-sensitive employees who are selected on a scientifically defensible random and unannounced basis. The number of tests performed is based on a percentage of safety-sensitive employees as directed by DOT.

Reason to Believe – Objective information indicating that a particular individual may alter or substitute a urine specimen.

Recipient – FTA: An entity receiving Federal financial assistance under Section 3, 9, or 18, of the FT Act, or under Section 103(e)(4) of Title 23 of the United States Code.

Refuse to Submit to Test – means, among other things, that a covered employee (1) Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing; or (3) Engages in conduct that clearly obstructs the testing process.

Return to Duty Test – An initial drug or alcohol test prior to return to duty and additional unannounced drug tests (Follow-up Tests) given to employees performing in safety-sensitive functions who previously tested positive, or refused a drug/or alcohol test and are returning to safety-sensitive positions.

Revenue Service Vehicle – A vehicle used to transport passengers, including a bus, van, car, railcar, locomotive, trolley car, trolley bus, ferry boat, or a vehicle used on a fixed guideway or inclined plane.

Screening Test (Initial Test) - In alcohol testing, it means an analytical procedure to determine whether a covered employee may have a prohibited concentration of alcohol in his/her system.

In controlled substances testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Specimen Bottle – The bottle that, after being labeled and sealed, is used to transmit a urine sample to the laboratory.

Split Specimen – An additional specimen collected with the original specimen, to be tested in the event the original specimen tests positive for drugs.

Substance Abuse Professional (SAP) – The Substance Abuse Professional for this program must be a 1) licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, social worker, employee assistance professional; or 2) an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse.

Training – Providing information about the effects and consequences of drug use on personal health, safety, and the work environment; and about manifestations and behavioral clues that may indicate drug use or abuse.

Verified Positive (Drug Test Result) – A drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use.

Volunteer – A permanent, temporary, or part-time worker who is not compensated for his/her service. Volunteers are included in the requirements of FTA drug and alcohol regulations if a CDL is required to operate the vehicle.

ATTACHMENT A

Classifications covered by the DOT Drug & Alcohol Testing Policy - FMCSA

Incumbents in the following Classifications are "covered employees" if they perform "safety sensitive functions" as described in Section C of the DRUG AND ALCOHOL TESTING POLICY.

Airport Maintenance Crewleader
Airport Maintenance Worker
Electrician Assistant I/II/III
Electrician-Traffic & Buildings
Equipment Mechanic
Equipment Mechanic Crewleader
Equipment Service Technician
Equipment Operator
Heavy Equipment Mechanic
Heavy Equipment Mechanic Crewleader
Maintenance Worker I (only when hired with a Class B)
Maintenance Worker II
Operations Crewleader
Parks Equipment Mechanic
Parks Maintenance Mechanic
Parks Maintenance Crewleader
Senior Equipment Operator
Tree Trimmer
Tree Trimmer Crewleader
Wastewater Collection Systems Operator I/II
Wastewater Collections System Crewleader
Water Distribution Operator I/II/III
Water Division Crewleader
Water Meter Tech
Water Production Operator I/II
Water Quality Control Technician I/II
Water Services Equipment Operator I/II

Exempt Classifications

Building Maintenance Technician
Compost Heavy Equipment Mechanic
Cross Connection Specialist
Custodian I/II
Electrician-Utilities (5210)
Environmental Compliance Inspector I/II
Environmental Compliance Technician
Fire Engineers
Fleet Procurement Technician
Groundskeeper (3522)
Head Groundskeeper (3522)
Instrumentation Technician
Laboratory Analyst I/II/II
Parking Facilities Crewleader
Production Technician
Senior WWTP Operator
Traffic Operations Crewleader
Water Conservation Specialist
Welder/Fabricator
Wastewater Treatment Plant Operator I/II/II

ATTACHMENT B

Classifications covered by the DOT Drug & Alcohol Testing Policy - FTA

Incumbents in the following Classifications are "covered employees" if they perform "safety sensitive functions" as described in Section C of the DRUG AND ALCOHOL TESTING POLICY.

Bus Fueler
Equipment Mechanic
Equipment Mechanic Crewleader
Equipment Service Technician
Equipment Operator
Fire Equipment Mechanic
Heavy Equipment Mechanic
Heavy Equipment Mechanic Crewleader
Maintenance Worker I (when working at Bus Facility)
Senior Equipment Operator
Senior Fire Equipment Mechanic

Exempt Classifications

Police Transit Center Duty
Police Command Unit

ATTACHMENT C

DOT Post-Accident Drug and Alcohol Testing Decision and Documentation Form

Accident Information:

Date of Accident _____ Time of Accident _____ a.m./p.m.

Employee Name _____ Location of Accident _____

Covered under _____FTA or _____FSCMA ?

Decision Questions:

Was there a fatality? Yes _____ No _____ (If yes, DOT drug and alcohol testing required)

If there was NO fatality, answer the following questions:

Did any individual involved in the accident suffer bodily injury and immediately receive medical treatment away from the scene of the accident?

Yes _____ (If yes, drug and alcohol testing required) No _____

Did the commercial vehicle or any other vehicle involved in the accident sustain disabling damage* requiring any of the vehicles to be transported away from the scene by a tow truck or other vehicle?

Yes _____ (If yes, drug and alcohol testing required) No _____

If there was No fatality AND you checked YES for either or both of the answers above, a DOT Post-Accident DRUG and ALCOHOL test is required unless you determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor in the accident. Any reason for discounting the employee's performance as a contributing factor to the accident MUST be documented on page two of this form.

Could the actions of any other safety-sensitive employee have contributed to the accident (e.g., mechanic)?

Yes _____ (If yes, contact the employee's supervisor to report the testing requirement)

No _____

*DISABLING DAMAGE is damage that precludes the departure of any vehicle from the scene of an accident in its usual manner in daylight hours after simple repairs. Disabling damage includes: damage to vehicles that could have been operated, but would have caused further damage if so operated. Disabling damage does not include: damage that could be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without

other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperable.

If ALCOHOL testing is not conducted within 2 hours after the accident, document the reason for the delay on page two of this form. If no alcohol test is administered within 8 hours, cease all efforts to have the test administered and update the documentation.

If DRUG testing is not conducted within the first 8 hours after the accident, document the reason for the delay on page two of this form. If no drug test is administered within 32 hours, cease all efforts to have the test administered and update the documentation.

DOT Alcohol Testing Location: _____

DOT Alcohol Testing Time: _____

DOT Urine Drug Testing Location: _____

DOT Urine Drug Testing Time: _____

If testing is delayed, document the reasons below:

Reason the ALCOHOL test was not conducted within 2 hours after the accident. Update this statement if no test conducted within 8 hours.

_____

_____

Reason the DRUG test was not conducted within 8 hours after the accident. Update this statement if no test conducted within 32 hours.

_____

_____

Reason the employee's performance was completely DISCOUNTED as a contributing factor to the accident and therefore, FTA post-accident testing was not conducted.

_____

_____

_____(Supervisor Initial) I have evaluated the employee and determined that there is no reasonable suspicion to believe that the employee was under the influence of drugs and alcohol. If reasonable suspicion exists, document per Reasonable Suspicion Test Memorandum (Attachment D)

Supervisor Signature: _____

ATTACHMENT D

CITY OF MODESTO

Reasonable Suspicion Test Memorandum

Date:_____ Time:_____

TO: _____

FROM: _____

_____ **(Department Director or designee or designated city management staff)** is directing you to submit to a drug or alcohol screening test and/or a medical evaluation. You are being directed to submit to the screening and/or evaluation because I suspect you have misused alcohol or drugs so that your ability to perform the functions of your job efficiently and safely is impaired. I observed or have information regarding the following:

__ Odor of alcoholic beverage on breath
__ Slurred and/or thick speech
__ Staggered gait (Unsteady walking and movement)
__ Vertical and/or horizontal nystagmus (involuntary eye movement)
__ Abnormally constricted pupils (below 2.5 mm), which are non-responsive to light
__ Abnormally dilated pupils (above 6.5 mm), which are non-responsive to light
__ Loss of attention span under controlled conditions
__ Inability to comprehend under controlled conditions
__ Hallucinating
__ An accident involving City property, where there is reason to believe that employee impairment may have been a factor
__ Possession of alcohol on the job
__ Possession of an illegal drug
__ Possession of a prescription drug without a valid prescription
__ Objective symptoms of drug usage identified by a trained medical practitioner or law enforcement officer
__ Other _____.

This/these were observed by_____ at _____

You will be transported to _____.

There you may be evaluated by professional health care staff. At the site, you may also be required to provide a sample for drug and/or alcohol testing. If you refuse to submit to the testing, you may be disciplined, up to and including termination. If you leave the worksite or testing site without my permission or the permission of _____ prior to testing or evaluation, you may be disciplined. Because I believe your ability to drive may be impaired, I may arrange for you to be transported home at an appropriate time.

You may ask to have a representative with you prior to being tested. We will provide access to a telephone to contact a representative. Your representative must be present within one and one half hours of the time we directed you to take the test. If the representative cannot be present or is not present within that time, we may allow additional time at our discretion or we may choose to have you undergo the evaluation and/or testing without your representative being present.

ATTACHMENT E

Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for the enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stupor like condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces/serving], whiskey [1 ounce/serving], or wine [6 ounce/serving]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/ or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 16,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 15,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

Amphetamine Fact Sheet

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

Description

- Amphetamine is sold in counterfeit capsules or as white, flat, double-scored "mini-bennies." It is usually taken by mouth.
- Methamphetamine is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.
- Trade/street names include Biphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

Signs and Symptoms of Use

- Hyper-excitability, restlessness
- Dilated pupils
- Increased heart rate and blood pressure
- Heart palpitations and irregular beats
- Profuse sweating
- Rapid respiration
- Confusion
- Panic
- Talkativeness
- Inability to concentrate
- Heightened aggressive behavior

Health Effects

- Regular use produces strong psychological dependence and increasing tolerance to drug.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- Withdrawal from the drug may result in severe physical and mental depression.

Workplace Issues

Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.

Low-dose amphetamine use will cause a short-term improvement in mental and physical

functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

Cocaine Fact Sheet

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are more tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

Description

The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America. Cocaine Hydrochloride "snorting coke" is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per "line" (about 60 to 90 milligrams). Common paraphernalia include a single-edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine. Cocaine Base is a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within seven seconds. Common paraphernalia includes a "crack pipe" (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating. Trade/street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke, and Blow.

Signs and Symptoms of Use

- Financial problems
- Frequent and extended absences from meetings or work assignment
- Increased physical activity and fatigue
- Isolation and withdrawal from friends and normal activities
- Secretive behaviors, frequent non-business visitors, delivered packages, phone calls
- Unusual defensiveness, anxiety, agitation
- Wide mood swings
- Runny or irritated nose
- Difficulty in concentration
- Dilated pupils and visual impairment
- Restlessness
- Formication (sensation of bugs crawling on skin)
- High blood pressure, heart palpitations, and irregular rhythm
- Hallucinations
- Hyper-excitability and overreaction to stimulus
- Insomnia
- Paranoia and hallucinations
- Profuse sweating and dry mouth
- Talkativeness

Health Effects

Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur. Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks. Strong psychological dependency can occur

with one "hit" of crack. Usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug. Treatment success rates are lower than for other chemical dependencies. Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last four years. Cocaine overdose was the most common drug emergency.

Workplace Issues

- Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction.
- Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- The high cost of cocaine frequently leads to workplace theft and/or dealing.
- A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.
- Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

Cannabinoids (Marijuana) Fact Sheet

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood- and perception-altering effects it produces.

Description

Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid. Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense. Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking "bongs" (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls. Trade/street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil.

Signs and Symptoms of Use

- Reddened eyes (often masked by eye drops)
- Slowed speech
- Distinctive odor on clothing
- Lackadaisical "I don't care" attitude
- Chronic fatigue and lack of motivation
- Irritating cough, chronic sore throat

Health Effects

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus Aspergillus, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body's immune system response, making users more susceptible to infection. The U.S. government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

Pregnancy Problems and Birth Defects

The active chemical, tetrahydrocannabinol (THC), and 60 other related chemicals in marijuana concentrate in the ovaries and testes. Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users. Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone. Pregnant women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life. In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.

Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands. One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies. Fetal exposure may decrease visual functioning and causes other ophthalmic problems.

Mental Function

Regular use can cause the following effects:

- Delayed decision-making
- Diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long-term negative effects on mental function known as "acute brain syndrome," which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition

Acute Effects

- Aggressive urges
- Anxiety
- Confusion
- Fearfulness
- Hallucinations
- Heavy sedation
- Immobility
- Mental dependency
- Panic Paranoid reaction
- Unpleasant distortions in body image

Workplace Issues

The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long-term effect on performance. A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 2008. In 2009 over 16.7 million Americans admitted to using marijuana at least once a month. Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana.

Opiates (Narcotics) Fact Sheet

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

Description

Varieties of opiates include natural and natural derivatives—opium, morphine, codeine, and heroin as well as synthetics such as meperidine (Demerol), oxymorphone (Numorphan), and oxycodone (Percodan). Opiates may be taken in pill form, smoked, or injected, depending upon the type of narcotic used. Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White.

Signs and Symptoms of Use

- Mood changes
- Impaired mental functioning and alertness
- Constricted pupils
- Depression and apathy
- Impaired coordination
- Physical fatigue and drowsiness
- Nausea, vomiting, and constipation
- Impaired respiration

Health Effects

IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles. Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity. Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

Social Issues

There are over 600,000 heroin addicts in the U.S., most of whom are IV needle users. An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions. Because of tolerance, there is an ever-increasing need for the narcotic to produce the same effect. Strong mental and physical dependency occurs. The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.

Workplace Issues

Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident. Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

Phencyclidine (PCP) Fact Sheet

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with the eyelids half closed. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

Description

PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper "packets." It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine. Trade/street names include Angel Dust, Dust, and Hog.

Signs and Symptoms of Use

- Impaired coordination
- Severe confusion and agitation
- Extreme mood shifts
- Muscle rigidity
- Nystagmus (jerky eye movements)
- Dilated pupils
- Profuse sweating
- Rapid heartbeat
- Dizziness.

Health Effects

The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body. PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction. Misdiagnosing the hallucinations as LSD induced, and then treating with Thorazine, can cause a fatal reaction. Use can cause irreversible memory loss, personality changes, and thought disorders. There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. The fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

Workplace Issues

PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting because of the severe disorientation that occurs. However, use in the workplace can expose the user and others to extreme safety hazards.

ATTACHMENT G

COPY OF MODESTO CITY COUNCIL RESOLUTION AUTHORIZING THE ADOPTION OF THE ANTI-DRIG PROGRAM/ALCOHOL MISUSE PROGRAM.

ATTACHMENT H

City of Modesto Employee Acknowledgement Form

Name: _____ Date: _____

Job Title: _____

In accordance with the City's Department of Transportation's Anti-Drug/Alcohol Misuse Program, please be advised that you have been placed in the pool of employees subject to the drug/alcohol testing procedures as mandated by the Federal Department of Transportation.

Attached is a copy of the Anti-Drug/Alcohol Misuse Program, version dated September 2, 2014. Your signature below certifies that you have received the Program. Please sign and return this form to the DOT Program Manager. Contact the Program Manager at 209-571-5134 if you have any questions.

_____
Signature of Employee

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-319

A RESOLUTION AUTHORIZING THE PURCHASING MANAGER TO ISSUE PURCHASING AGREEMENTS FOR THE SOLE SOURCE PROCUREMENT OF VARIOUS HARDWARE AND SOFTWARE MAINTENANCE SUPPORT AGREEMENTS THROUGHOUT FISCAL YEAR 2014-2015 FROM HARDWARE AND SOFTWARE MANUFACTURERS FOR THE INFORMATION TECHNOLOGY DIVISION FOR AN ESTIMATED ANNUAL COST NOT TO EXCEED $1, 061,232

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 Division, 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 2014-2015 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 $1,061,232,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Purchasing Manager 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 2014-2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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. 2014-320

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 872 CODONI AVENUE, (APN: 018-061-011) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code Section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 872 Codoni Avenue, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 872 Codoni Avenue.

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 2nd day of September, 2014, by Councilmember Kenoyer, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-321

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND 872 CODONI AVE LLC, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 872 CODONI AVENUE, (APN: 018-061-011), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 872 Codoni Avenue is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 872 Codoni Avenue, (APN: 018-061-011).

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 2nd day of September, 2014, by Councilmember Kenoyer, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-322

Print

RESOLUTION AMENDING THE FISCAL YEARS 2013-2014 AND 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 2013-2014 and 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 2013-2014 and 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 2nd day of September, 2014, 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 LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

CITY ATTORNEY'S OFFICE

A budget adjustment is necessary to appropriate $125,000 from General Fund Reserves (Fund 0100) to the City Attorney's operating cost center (04010) in the Legal Services account (53450), to cover the costs of outside legal services provided in FY 2013-14 for various General Fund department legal matters.

PUBLIC WORKS

A budget adjustment is necessary to 1) establish a transfer in the amount of $164,824 from, Waste Water Fund Reserves to the General Fund; Fund 0100, for Outside Legal Services costs performed by Jarvis Fay Doporto & Gibson, LLP related to the Stanislaus Food Products Company case, and 2) allocate these funds to the City Attorney's Office Outside Legal Services budget.

FISCAL YEAR 2014-15

UTILITIES DEPARTMENT

A budget adjustment is necessary to transfer $975,000 from Storm Drain Reserves, Fund 4480, to Capital Improvement Project #100789, 2014-2015 Storm Drain Improvements, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $975,857 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100790, Sanitary Sewer Collection System Replacement, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $140,000 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100791, River Trunk Rehabilitation, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $132,081 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100792, California Lift Station, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $325,000 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100793, Roosevelt Park Storm Cross Connection, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $2,655,537 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100794, Dryden Box & Influent Flume Improvements, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $1,350,000 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100808, Downtown Storm Drain Cross Connection Removal, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $100,000 from Storm Drain Reserves, Fund 4480, to Capital Improvement Project #100814, Storm Drain On-Call Engineering, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $200,000 from Wastewater Reserves, Fund 4210, to Capital Improvement Project #100815, Wastewater On-Call Engineering, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-323

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 2nd day of September, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-324

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF THREE (3) TRUCKS WITH EH WACHS VALVE EXERCISERS FOR THE UTILITY DEPARTMENT, WATER SERVICES DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO ALBANY FORD, ALBANY, CA, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $215,805

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 three (3) trucks with EH Wachs Valve Exercisers are included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the trucks with EH Wachs Valve Exercisers are new vehicles and will be used by the Utilities Department, Water Division. Council approved the budget enhancements to fund staffing, vehicle and equipment purchase for the Valve Exercising program in fiscal year 13-14 Water fund budget, and

WHEREAS, the valve exercise and flushing program is important to maintain and ensure high quality water for our system by cleaning water mains and assuring our valves are in good working order. The California Department of Public Health recommends Public Agencies flush water systems every two to three years, and

WHEREAS, the Purchasing Division issued RFB No. 1314-31 for the purchase of three (3) trucks with EH Wachs Valve Exercisers to twenty six (26) prospective bidders, and posted the bid on the City's website. Three (3) of the bidders are located within Stanislaus County, two (2) of which are local vendors, and

WHEREAS, RFB's were formally opened in the City Clerk's office. Three (3) companies chose to respond, none of which were local vendors. Two (2) companies provided responsive and responsible bids and one did not meet the specifications. The local vendors cannot provide this type of equipment, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of three (3) trucks with EH Wachs Valve Exercisers to Albany Ford, Albany, CA, for a total estimated cost of $215,805, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account #4100-45060-57003, 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 three (3) trucks with EH Wachs Valve Exercisers 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 three (3) trucks with EH Wachs Valve Exercisers for the Utility Department, Water Services 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 $215,805.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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 LINDRGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-325

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A VAC-CON HYDRO-EXCAVATION TRUCK FOR THE UTILITIES DEPARTMENT, WATER DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) TO ATLANTIC MACHINERY, SILVER SPRING, MD, AND AUTHORIZING THE PURCHASING MANAGER TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $390,735

WHEREAS, the Water Division, utilizes the Vac-Con Hydro-Excavation truck when excavating on projects, and

WHEREAS, using the Vac-Con Hydro-Excavation truck allows the crew to take out less material which decreases the spoils, hauling costs and additional equipment, and

WHEREAS, the Vac-Con truck will also be utilized for clean up after water main leaks, and

WHEREAS, the City Manager authorized the Purchasing Manager to access the terms of the National Joint Powers Alliance (NJPA), with the Purchasing Division coming back to Council for award authorization. The Vac-Con Hydro-Excavation truck is a new add, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy construction equipment and issued contract #031710-AMI. The most responsive and responsible bidder that met the bid specifications was Atlantic Machinery, Inc., and 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 "accessing the terms" of the NJPA

contract is an efficient and effective way to purchase the Vac-Con Hydro-Excavation truck, 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 the Vac-Con Hydro-Excavation truck, by "accessing the terms" of the NJPA contract with Atlantic Machinery, Silver Spring, MD, will conform to MMC Section 8-3.204(d), and

WHEREAS, sufficient funds are budgeted in Fiscal year 2014-15 in the following appropriation units: 4100-45060-57003 and 4100-45050-57003.

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 Vac-Con Hydro-Excavation truck for the Water Quality Control Division, Wastewater Collection and Stormwater Sections through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the National Joint Powers Alliance (NJPA) to Atlantic Machinery, Silver Spring, MD.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $390,735.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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. 2014-326

RESOLUTION APPROVING THE TRANSIT SYSTEM DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1% FOR THE PERIOD ENDING SEPTEMBER 30, 2017

WHEREAS, the City of Modesto is a Federal Transit Administration (FTA) fund recipient in excess of $250,000 annually, and

WHEREAS, the FTA requires all such recipients to meet federal regulatory requirements for a Disadvantaged Business Enterprise (DBE) Triennial Goal, and

WHEREAS, FTA methodology for the establishment of a triennial goal resulted in a City of Modesto Transit DBE Goal of 1%, and

WHEREAS, the methodology used to establish the goal must be published and available for review for 30 days and comments can be received for 45 days, and

WHEREAS, the City of Modesto Transit Section published the notice that the methodology and draft goals were available for review on June 16, 2014, and

WHEREAS, **Attached** hereto as **Exhibit** A is the City of Modesto Disadvantaged Business Enterprise FTA Triennial Goal for Fiscal Years 2015-2017, prepared by City staff in compliance with the regulations promulgated by the FTA to implement 49 CFR Part 26.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City of Modesto Transit System Disadvantaged Business Enterprise Federal Fiscal Years 2015-2017 Goal of 1%.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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

City of Modesto Disadvantaged Business Enterprise FTA Triennial Goal for Fiscal Years 2015 - 2017

For Federal Transit Administration Assisted Projects

City of Modesto Transit
August 2014

City of Modesto Disadvantaged Business Enterprise FTA Triennial Goal for Fiscal Years 2015–2017

Recipients of Federal funding from the Federal Transit Administration (FTA) in excess of $250,000 per year are required to establish and maintain an active Disadvantaged Business Enterprise (DBE) program. The overarching goal of the program is to seek to ensure nondiscrimination in the award and administration of FTA-assisted contracts and to create a level playing field on which DBEs can compete fairly for FTA-assisted contracts.

The City of Modesto is a recipient of FTA funding at or exceeding the financial thresholds and therefore is required to implement a DBE program and establish program goals for triennial periods as assigned by the FTA.

More detailed information about these and other DBE requirements can be found by referencing the Code of Federal Regulations (49 CFR Parts 23 and 26) and the City of Modesto DBE Program.

The purpose of this document is to focus on the required establishment of the City's three-year DBE goals and to provide additional insights into the strategies the City will employ to encourage more participation by disadvantaged businesses in contracting opportunities.

GOAL SETTING PROCESS

The establishment of the City's three-year DBE participation goals is predicated on a specific, federally prescribed process that includes the following steps:

- Consulting with groups and/or individuals with knowledge and insights into the environment with which disadvantaged businesses operate in the community,
- Assessing anticipated contracts using FTA Funds (excluding those for the purchase of vehicles) the agency anticipates awarding within the next three years,
- Assessing the number of federally registered DBE's available, ready, willing, and able to bid on the specific types of contracts the City anticipates awarding,
- Assessing the number of all businesses available, ready, willing, and able to bid on the specific types of contracts the agency anticipates awarding, and
- Mathematical calculation and adjustments of the DBE goal.

The federal regulations also require publishing and seeking public comment on the proposed goals before the DBE Program goals are adopted by the Council.

CONSULTATIVE PROCESS

In the preparation of the City's proposed three year goals for FTA-funded projects, City staff participated in regional planning outreach meetings to gather input from the business industry, the agricultural industry, service districts, neighborhood associations, and others.

Based upon the input received through the consultative process there appears to be businesses in the area that may qualify as DBE's. However, there also appears to be little interest within the local business community for participation in this program. For example, the CUCP directory shows 2,115 DBE business enterprises available for work within Stanislaus County, but a closer examination of the query result shows that only 20 of those business enterprises are actually located within the county.

The primary local resource for assisting small businesses in navigating the DBE process is the Alliance Small Business Development Center (SBDC) in Modesto. According to the SBDC Director, the primary barrier to local businesses is a lack of understanding of how to access the system and what opportunities are available to local businesses that become certified as DBEs. The SBDC staff continues to focus attention upon business enterprises that may be eligible to become registered DBEs, registered Small Businesses, and Disabled Veteran Business Enterprises.

Future local goals involve public/private partnerships to sponsor workshops to promote the programs and support local small business participation. As an example, the City of Modesto partnered with the County and the Alliance to present a Procurement Expo on doing business with local government on April 30, 2014.

ESTABLISHING THE BASE GOAL

Transit is a Section of the Public Works Department within the City of Modesto and consequently must receive many of its supplies through vendors selected by the Purchasing Department utilizing a competitive bid process that does not consider DBE status. Within the City, it is assumed that a centralized purchasing operation can benefit from the economy of all City departments.

The federal DBE program requirements and related goal setting only apply to contracts that are paid for using federal transportation funds. Conversely, even if the agency does use a registered DBE to provide a product or service, if no federal funds are used in a contract, the DBE participation is not counted nor reported to the government for the purpose of DBE goal attainment.

Consequently, for the purpose of goal calculation, the first step in the process is to estimate the types and financial values of the various contracts (excluding the purchase of vehicles) in which City of Modesto Transit expects to expend Federal funds in the three years of this reporting cycle: FY 14/15, FY 15/16, and FY 16/17.

As seen in the following table, FTA-assisted contracting for fiscal years 2015 through 2017 is expected to consist of three contracts, exclusive of contracts for the purchase of transit vehicles, which are not subject to this process.

Project	NAICS Code	Total Contract Amount (Actual or Expected)	Amount of FTA funds on project:	portion of Total FTA Funds used in Contracted Projects
01/03 Bus Refurbishment Project	811111	$ 2,000,000.00	$ 1,600,000.00	0.5333
Transit Center Public Bathroom Remodel	236220	$ 350,000.00	$ 280,000.00	0.0933
09 Bus Refurbishment Project	811111	$ 1,400,000.00	$ 1,120,000.00	0.3733
Total FTA Contract Funds			$ 3,000,000.00	1.0

The next step in the process involves making an assessment of the number of federally registered DBE's available, ready, willing, and able to bid on the specific types of contracts the City anticipates awarding and an assessment of the total number of all businesses available, ready, willing, and able to bid on the specific types of contracts the City anticipates awarding to calculate a comparative proportional representative percentage.

This base figure is based upon using:

1) The California Unified Certification Program (CUCP) Directory to identify the number of registered DBEs willing to perform work in the City's market area for each of the anticipated contracts based on the North American Industry Classification System (NAICS) codes most relevant to each contract. For the purposes of this analysis, the market area is defined as Stanislaus County and the surrounding areas of Alpine County, Amador County, Calaveras County, Mariposa County, Merced County, San Joaquin County, and Tuolumne County.
2) The 2011 County Business Patterns (CBP) data from the US Census Bureau to identify the total number of businesses available in the same area for work based on the same NAICS codes.

Project	NAICS Code	Numbers of DBEs available to perform this work	Number of all firms available to perform this work	Relative DBE Availability
01/03 Bus Refurbishment Project	811111	1	336	0.0030
Transit Center Public Bathroom Remodel	236220	16	178	0.0899
09 Bus Refurbishment Project	811111	1	336	0.0030

Per 49 CFR 26.45c, and guidance from the FTA, a weighted base figure is computed to take into account both the relative availability of DBEs and the relative size of the anticipated contracts. The formula used is as follows:

Weighted Base Figure= [(Project's % of total FTA contract dollars) * (Relative availability of DBEs)] + [(Project's % of total FTA contract dollars) * (Relative availability of DBEs)] ... as necessary to represent each project.

Using the weighted figures from the tables above, the Weighted Base Figure can be seen as:

Project	NAICS Code	DBE Availability	X	Project Weight	Weighted Base Figure
01/03 Bus Refurbishment Project	811111	0.0030	x	0.5333	0.0016
Transit Center Public Bathroom Remodel	236220	0.0899	x	0.0933	0.0084
09 Bus Refurbishment Project	811111	0.0030	x	0.3733	0.0011
				Total	0.0111
				Expressed as a %	1.1
				Rounded, Weighted Base Figure	**1%**

Per 49 CFR 26(d), following the calculation of a base figure, all available evidence must be examined to determine if any further adjustment is warranted. As consultation did not provide a basis for numerical adjustment, no adjustments are being made to this calculation.

Based on this analysis, the City proposes an overall DBE goal of **1%** for FTA funds expended in contracts for fiscal years 2015 through 2017, exclusive of funds to be used for the purchase of transit vehicles.

CONCLUSION

The spirit of the Disadvantaged Enterprise Program is to create a level playing field wherein small, historically-excluded entrepreneurs can successfully participate in providing their goods and services to government. The City affirms that to do so is in the best interest of our community.

To increase the local participation of DBEs and small business enterprise participation in City contracts, the City plans to further develop partnerships with local programs working to educate, support, and assist local small businesses who may qualify to become certified as DBE's.

ATTACHMENTS

Attachment 1 - Proof of Advertisement

DECLARATION OF PUBLICATION
(C.C.P. S2015.5)

COUNTY OF STANISLAUS
STATE OF CALIFORNIA

I am a citizen of the United States and a resident Of the County aforesaid; I am over the age of Eighteen years, and not a party to or interested In the above entitle matter. I am a printer and Principal clerk of the publisher of **THE MODESTO BEE**, printed in the City of **MODESTO**, County of **STANISLAUS**, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, Under the date of **February 25, 1951, Action No. 46453**; that the notice of which the annexed is a printed copy, has been published in each issue there of on the following dates, to wit:

Jun 16, 2014

I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at

MODESTO, California on

June 16th, 2014

(By Electronic Facsimile Signature)

DECLARATION OF PUBLICATION
(C.C.P. S2015.5)

COUNTY OF STANISLAUS
STATE OF CALIFORNIA

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am a printer and principal clerk of the publisher of **THE MODESTO BEE,** which has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS,** State of California, under the date **of February 25, 1951, Action No. 46453.** The notice of which the annexed is a printed copy has been published in each issue thereof on the following dates, to wit:

Vida En El Valle Publication
JUNE 18, 2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at **MODESTO,** California on

JUNE 18, 2014

(Signature)

Corinne Casas

AVISO PÚBLICO

OBJETIVO DEL PROGRAMA DE EMPRESAS DESAVENTAJADAS DE NEGOCIOS TRÁNSITO DE LA CIUDAD DE MODESTO

Se da aviso que la Ciudad de Modesto ha establecido un objetivo de participación de 1% en Empresas Desaventajadas de Negocios (DBE) para proyectos financiados por la Administración Federal de Tránsito durante los años fiscales de 2015 a 2017. Este objetivo cumple con las regulaciones de 49 CFR Parte 26.

La razón del objetivo y la información adicional sobre el Programa DBE de Tránsito de la Ciudad de Modesto están disponibles durante las horas regulares de atención hasta 30 días después de la publicación [illegible] Se aceptarán comentarios durante 45 días después de la publicación de este aviso. Dirija sus comentarios a: Transit Manager, City of Modesto, PO Box 642, Modesto, CA 95353.

Passenger Transport publication date 6/30/14

PUBLIC NOTICE

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM GOAL

CITY OF MODESTO TRANSIT

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-327

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS BY THE YOSEMITE COMMUNITY COLLEGE DISTRICT – MODESTO JUNIOR COLLEGE (MJC) TO CONSTRUCT A TRAFFIC SIGNAL ON BLUE GUM AVENUE AT PRICHARD AVENUE IN THE CITY OF MODESTO

WHEREAS, MJC has requested the City of Modesto approve the plans and specifications, and be allowed to construct a traffic signal on Blue Gum Avenue at Prichard Avenue, and

WHEREAS, the signal installation at the existing intersection will provide a better and safer vehicle access to and from the West MJC campus, and

WHEREAS, the signal will provide a better and safer crossing for pedestrians crossing Blue Gum Avenue at Prichard Avenue, and

WHEREAS, the signal installation is decided based upon review of traffic delay, pedestrian activity, the collision history and traffic signal warrant analysis at the intersection, and

WHEREAS, the traffic signal project is exempt from environmental review under the Categorical Exemption for existing facilities in CEQA Guidelines, Section 15301 Class 1(c) of the CEQA/NEPA requirements, and

WHEREAS, MJC has indicated they will pay for construction of the traffic signal and other associated improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the proposal by MJC to construct a new traffic signal on Blue Gum Avenue at Prichard Avenue in Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-328

RESOLUTION APPROVING AN AGREEMENT WITH BLACK WATER CONSULTING ENGINEERS INC. FOR ON-CALL ENGINEERING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 FOR WASTEWATER-RELATED WORK AND AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR STORM DRAIN-RELATED WORK, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The Wastewater (WW) Division performs a number of tasks associated with WW Collections, WW Maintenance and Operations, and Environmental Services directly related to operations at the WW Treatment Facilities, and

WHEREAS, Staff has qualified five consultants that will provide broad experience and allow for more competitive costs in the execution of projects under these On-call Engineering Services agreements, and

WHEREAS, These services are provided by engineers that have specialized expertise in biological and nutrient removal, environmental regulations, and other projects necessary at the WW Treatment Facility, and

WHEREAS, WW Staff has used these types of engineering services previously on the following work: Digester Certifications, Ranch Lease Development, and Land Application System evaluation, and

WHEREAS, As tasks are determined, each consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, The most responsive consultant will be selected and will perform no services until WW Management has approved the proposed specific task order and a written Notice to Proceed is sent to the consultant prior to commencement of services.

WHEREAS, The agreement is for a five-year contract term (initial two-year term with three, one-year extensions).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between Black Water Consulting Engineers Inc. for On-call engineering Services in an annual amount not to exceed $200,000 for wastewater-related work and an annual amount not to exceed $100,000 for storm drain-related work.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-329

RESOLUTION APPROVING AN AGREEMENT WITH BROWN AND CALDWELL FOR ON-CALL ENGINEERING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 FOR WASTEWATER-RELATED WORK AND AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR STORM DRAIN-RELATED WORK, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The Wastewater (WW) Division performs a number of tasks associated with WW Collections, WW Maintenance and Operations, and Environmental Services directly related to operations at the WW Treatment Facilities, and

WHEREAS, Staff has qualified five consultants that will provide broad experience and allow for more competitive costs in the execution of projects under these On-call Engineering Services agreements, and

WHEREAS, These services are provided by engineers that have specialized expertise in biological and nutrient removal, environmental regulations, and other projects necessary at the WW Treatment Facility, and

WHEREAS, WW Staff has used these types of engineering services previously on the following work: Digester Certifications, Ranch Lease Development, and Land Application System evaluation, and

WHEREAS, As tasks are determined, each consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, The most responsive consultant will be selected and will perform no services until WW Management has approved the proposed specific task order and a written Notice to Proceed is sent to the consultant prior to commencement of services.

WHEREAS, The agreement is for a five-year contract term (initial two-year term with three, one-year extensions).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between Brown and Caldwell for On-call engineering Services in an annual amount not to exceed $200,000 for wastewater-related work and an annual amount not to exceed $100,000 for storm drain-related work.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-330

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS FOR ON-CALL ENGINEERING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 FOR WASTEWATER-RELATED WORK AND AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR STORM DRAIN-RELATED WORK, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The Wastewater (WW) Division performs a number of tasks associated with WW Collections, WW Maintenance and Operations, and Environmental Services directly related to operations at the WW Treatment Facilities, and

WHEREAS, Staff has qualified five consultants that will provide broad experience and allow for more competitive costs in the execution of projects under these On-call Engineering Services agreements, and

WHEREAS, These services are provided by engineers that have specialized expertise in biological and nutrient removal, environmental regulations, and other projects necessary at the WW Treatment Facility, and

WHEREAS, WW Staff has used these types of engineering services previously on the following work: Digester Certifications, Ranch Lease Development, and Land Application System evaluation, and

WHEREAS, As tasks are determined, each consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, The most responsive consultant will be selected and will perform no services until WW Management has approved the proposed specific task order and a written Notice to Proceed is sent to the consultant prior to commencement of services.

WHEREAS, The agreement is for a five-year contract term (initial two-year term with three, one-year extensions).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between Carollo Engineers for On-call engineering Services in an annual amount not to exceed $200,000 for wastewater-related work and an annual amount not to exceed $100,000 for storm drain-related work.

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 September, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-331

Print

RESOLUTION APPROVING AN AGREEMENT WITH NOLTE ASSOCIATES INC., dba NV5, FOR ON-CALL ENGINEERING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 FOR WASTEWATER-RELATED WORK AND AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR STORM DRAIN-RELATED WORK, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The Wastewater (WW) Division performs a number of tasks associated with WW Collections, WW Maintenance and Operations, and Environmental Services directly related to operations at the WW Treatment Facilities, and

WHEREAS, Staff has qualified five consultants that will provide broad experience and allow for more competitive costs in the execution of projects under these On-call Engineering Services agreements, and

WHEREAS, These services are provided by engineers that have specialized expertise in biological and nutrient removal, environmental regulations, and other projects necessary at the WW Treatment Facility, and

WHEREAS, WW Staff has used these types of engineering services previously on the following work: Digester Certifications, Ranch Lease Development, and Land Application System evaluation, and

WHEREAS, As tasks are determined, each consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, The most responsive consultant will be selected and will perform no services until WW Management has approved the proposed specific task order and a written Notice to Proceed is sent to the consultant prior to commencement of services.

WHEREAS, The agreement is for a five-year contract term (initial two-year term with three, one-year extensions).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between Nolte Associates Inc., dba NV5, for On-call engineering Services in an annual amount not to exceed $200,000 for wastewater-related work and an annual amount not to exceed $100,000 for storm drain-related work.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-332

RESOLUTION APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES FOR ON-CALL ENGINEERING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 FOR WASTEWATER-RELATED WORK AND AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR STORM DRAIN-RELATED WORK, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The Wastewater (WW) Division performs a number of tasks associated with WW Collections, WW Maintenance and Operations, and Environmental Services directly related to operations at the WW Treatment Facilities, and

WHEREAS, Staff has qualified five consultants that will provide broad experience and allow for more competitive costs in the execution of projects under these On-call Engineering Services agreements, and

WHEREAS, These services are provided by engineers that have specialized expertise in biological and nutrient removal, environmental regulations, and other projects necessary at the WW Treatment Facility, and

WHEREAS, WW Staff has used these types of engineering services previously on the following work: Digester Certifications, Ranch Lease Development, and Land Application System evaluation, and

WHEREAS, As tasks are determined, each consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, The most responsive consultant will be selected and will perform no services until WW Management has approved the proposed specific task order and a written Notice to Proceed is sent to the consultant prior to commencement of services.

WHEREAS, The agreement is for a five-year contract term (initial two-year term with three, one-year extensions).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between West Yost Associates for On-call engineering Services in an annual amount not to exceed $200,000 for wastewater-related work and an annual amount not to exceed $100,000 for storm drain-related work.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-333

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 BUDGET MOVING $3,800,000 FROM SURFACE TRANSPORTATION FUND (STF) RESERVES TO A NEW CAPITAL IMPROVEMENT PROGRAM (CIP) ACCOUNT "STREET LIGHT UPGRADE TO LED LIGHTING"

WHEREAS, The City of Modesto has 9,500 outdated street lights, and the cost to upgrade those lights are estimated at $3,800,000, and

WHEREAS, the City of Modesto will apply for a California Energy Commission loan for $3,000,000, and the funds may not be available until December 2016, and

WHEREAS, the City of Modesto wants to upgrade to new LED street lighting, and

WHEREAS, a new Capital Improvement Program (CIP) account needs to be established, and

WHEREAS, the cost for this project is $3,800,000 to bid and construct, and funds need to be budgeted, and

WHEREAS, staff's recommendation to amend the Fiscal Year 2014/2015 CIP program approving the appropriation of $3,800,000 from the Surface transportation Fund Reserve and transferring those funds to Fund 1700 in order to fund the first phase of the street lighting project, and

WHEREAS, existing policy requires City Council approval to appropriate funds from the Surface Transportation Fund reserve to a new CIP budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/2015 budget moving $3,800,000

from the Surface Transportation Fund Reserve, and transferring those funds to Fund 1700 in order to fund the street lighting project.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the appropriation in the amount of $3,800,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-334

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR CONSULTANT SERVICES TO UPDATE THE CITY'S WASTEWATER MASTER PLAN, IN AN AMOUNT NOT TO EXCEED $1,777,906 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $177,791 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $1,955,697, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto's population is approximately 210,000, and

WHEREAS, the City has two wastewater treatment plant facilities that currently process approximately 21 million gallons per day of raw wastewater conveyed through 600 plus miles of sanitary sewer lines ranging from 6 inches to 66 inches in diameter and utilizing 39 sewer lift stations, and

WHEREAS, the City also treats wastewater from unincorporated areas as well as from the community of Empire and part of the City of Ceres, and

WHEREAS, the Sutter Primary Treatment Plant (Sutter Plant) is located south of Downtown Modesto, along the Tuolumne River, and

WHEREAS, the Jennings Secondary and Tertiary Treatment Plant (Jennings Plant) is located about seven miles southwest of Modesto along the San Joaquin River, and

WHEREAS, an expansion of the existing Tertiary Treatment Facilities is currently under construction, which will allow for year-round discharge into the San Joaquin River for the tertiary-treated portion of the City's total wastewater flows, and

WHEREAS, wastewater effluent is conveyed from the Sutter Plant to the Jennings Plant through the 60-inch Primary Effluent Pipe, and

WHEREAS, a second parallel 60-in pipe conveys food cannery process water to the Jennings Plant where it is applied on the City's roughly 2,500 acres of adjacent ranch lands, and

WHEREAS, under its current National Pollution Discharge Elimination System (NPDES) Permit, the City is allowed to discharge secondary treated wastewater to the San Joaquin River from October through May until 2018, and

WHEREAS, the Wastewater Master Plan (WWMP) will be used for both short and long-range planning and will provide an updated evaluation of the wastewater collection and treatment systems to assess its current condition and future capabilities, and

WHEREAS, it will also be a key supporting document in the development and updating of the City's General Plan, Specific Plans, various Environmental Impact Reports, future wastewater rate/capacity charge studies, and to help guide new development decisions, and

WHEREAS, the City of Modesto completed its last WWMP in 2007, and

WHEREAS, in accordance with Administrative Directive 3.1, a Request for Qualifications was sent to over 150 engineering firms (including local companies), of which three responded, and

WHEREAS, subsequently, a Request for Proposals was sent to the three qualified firms, and

WHEREAS, a five-person selection committee comprised of City staff reviewed the proposal from Carollo Engineers, Inc. (Carollo) for compliance with the project's scope of work, and

WHEREAS, Carollo teamed with West Yost Associates, Inc. (West Yost) and HDR Engineering, Inc. (HDR), two firms that might otherwise have proposed separately on the project, and

WHEREAS, formal interviews were not deemed necessary to make a determination as to Carollo's proposal meeting the RFP requirements nor the firm's experience, and

WHEREAS, Carollo has completed numerous WWMPs for other municipalities as well as the City's 2007 WWMP and City staff is familiar with the high quality of its work and that of its team's sub-consultants, including three local firms, and

WHEREAS, as a result, the selection committee determined that Carollo, of Walnut Creek, (with West Yost and HDR on the team) was the most qualified firm to perform the work, and

WHEREAS, the WWMP is expected to be completed in the spring of 2016, and

WHEREAS, the scope of services will look at a 20-year planning horizon, and

WHEREAS, some of the key tasks include, but are not limited to: 1) Addressing changes to the General Plan and SOI boundaries, major zoning revisions, and the City's growth direction, including Downtown Intensification and Industrial demand; 2) Making changes to existing and proposed wastewater loading factors and flows; 3) Analyzing and incorporating new monitored wastewater flow data; 4) Evaluating recycled water conveyance projects; 5) Providing recommendations and conclusions of various wastewater-related studies such as the Vulnerability Assessment, Sutter Relocation Study, Inventory and Condition Assessment Study, and the Odor Control and Corrosion Study findings; 6) Reviewing various large projects such as the Emerald Trunk Relief,

River Trunk Realignment, and Beard Brook Siphon; 7) Updating and adding new functionality to the City's wastewater hydraulic model; 8) Addressing current and future discharge requirements and regulatory issues of concern; 9) Conducting a Wastewater Balance Study for operational disposal options under expected constraints; 10) Reviewing and updating the wastewater CIP's, costs, and priorities; and 11) Developing a Wastewater Engineer's Report that will be the basis for a separate Wastewater Rates Study, and

WHEREAS, given the high priority to update the City's WWMP, City staff recommends approval of an Agreement with Carollo Engineers, Inc. for Consultant Services to update the City's WWMP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. for Consultant Services to update the City's Wastewater Master Plan in an amount not to exceed $1,777,906 for the identified scope of services, plus $177,791 for additional services (if needed), for a maximum total amount of $1,955,697.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-335

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CIP BUDGET IN THE AMOUNT OF $684,500 TO BE TRANSFERRED INTO CIP ACCOUNT 100740 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR CONSULTANT SERVICES, INCLUDING SUPPORT BY CITY STAFF, TO UPDATE THE CITY'S WASTEWATER MASTER PLAN AND TO FUND FUTURE AGREEMENTS FOR CEQA AND PROP 218, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $684,500, in order to fully fund the agreement with Carollo Engineers, Inc. for Consultant Services, including support by City staff, to update the City's Wastewater Master Plan and to fund future agreements for CEQA and Prop 218, including support by City staff, 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 2nd day of September, 2014, 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 LINDGREN, City Attorney

Exhibit A

Due to the increase of the agreement with Carollo Engineers, Inc. for Consultant Services, including support by City staff, to update the City's Wastewater Master Plan and to fund future agreements for CEQA and Prop 218, including support by City staff costs for CIP Account #100740 "Wastewater Master Plan Update", the total project costs need to be increased by $684,500. This would be done by adjusting Engineering/Design/Administration by $684,500.

To fund the above account, $684,500 will be transferred from Wastewater Fund Reserves into CIP Project 100740 for the City's Wastewater Master Plan.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-336

RESOLUTION APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES, INC., FOR CONSULTANT SERVICES TO DEVELOP A WATER MASTER PLAN, IN AN AMOUNT NOT TO EXCEED $1,175,000 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $117,500 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $1,292,500, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City provides water service to about 265,000 customers through a conjunctive use operational strategy by having two existing domestic (potable) water supply sources: treated surface water purchased from the Modesto Irrigation District's (MID) Modesto Regional Water Treatment Plant and local groundwater pumped from about 100 City-owned wells (on an annual average basis they each provide about 50% of the City's total water use), and

WHEREAS, the City's water service area includes one large "contiguous" area and several "outlying" areas, and

WHEREAS, the City's contiguous service area is primarily defined by the current Sphere of Influence (SOI), Salida, North Ceres, and some unincorporated Stanislaus County "islands" within and adjacent to the SOI, and

WHEREAS, the City's outlying service areas include Grayson, Hickman, Del Rio, Waterford, Ceres (Walnut Manor), and portions of Turlock, and

WHEREAS, the Water Master Plan (WMP) will be used for both short and long-range planning and will provide an updated evaluation of the water system to assess its current condition and future capabilities (at certain times of the year and in various areas, the City faces challenges in meeting peak demands for both flow and pressure), and

WHEREAS, the resulting WMP will address these challenges and clearly identify feasible solutions to ensure that a reliable quantity and quality of water will be provided to existing and future customers for many years to come, and

WHEREAS, it will also be a key supporting document in the updating of the City's General Plan (to help guide new development) and future water rate/capacity charge studies, and

WHEREAS, some of the key tasks in the Scope of Services include, but are not limited to: 1) Updating water demand forecasts; 2) Evaluating the adequacy of existing and identifying possible future water supply sources for buildout of each of the service areas; 3) Identifying, justifying, and prioritizing Capital Improvement Projects (CIPs) needed to provide and maintain reliable water service to existing and future customers; 4) Developing cost estimates and construction time frames for the proposed CIPs; 5) Evaluating emerging water quality regulatory issues and trends that could affect treatment practices and existing/future supplies; 6) Recalibrating the Hydraulic Model and reallocating the demands based on new meter data; 7) Expanding the City's current Steady State Hydraulic Model to an Extended Period Simulation Hydraulic Model; 8) Evaluating options of integrating the Hydraulic Model into the GIS; 9) Investigating water quality blending opportunities; 10) Conducting an analysis comparing the capital, operating, and maintenance costs for various types of wellhead treatments for our most common groundwater contaminants; 11) Developing a Groundwater Operational Yield within the City's water service areas and assessing the potential impacts of short-term over drafting; 12) Evaluating Aquifer Storage and Recovery (ASR) opportunities; and

13) Assisting in the presentation of information and work products at Stakeholder Workshop(s), Council Committee Meeting(s), and Council Public Hearing(s), and

WHEREAS, optional tasks may include: 1) Developing and Engineer's Report that would determine the proportional fair share cost allocations of the needed CIPs between the existing rate payers and future users; 2) Providing Proposition 218 technical support for any rate/capacity charge study; and 3) Performing engineering services such as water supply planning, groundwater management, hydraulic modeling, and other items of work such as a north corridor surface water transmission analysis, Salida arsenic mitigation study, and water quality blending investigations, and

WHEREAS, in accordance with Administrative Directive 3.1, a Request for Qualifications was sent to over 150 engineering firms (including local companies), of which four responded, and

WHEREAS, subsequently, a Request for Proposals was sent to the three most qualified firms, and

WHEREAS, a selection committee reviewed the proposals for compliance with the project's scope of work and interviews were conducted with two of the firms, and

WHEREAS, as a result, the selection committee determined that West Yost Associates Inc., of Walnut Creek, is the most qualified firm to perform the work for this particular project, and

WHEREAS, they have completed numerous WMPs for other municipalities and City staff is familiar with the high quality of their work, and

WHEREAS, the WMP is expected to be completed in approximately 16 months, and

WHEREAS, given the high priority to develop the City's WMP, City staff recommends approval of an Agreement with West Yost Associates, Inc. for Consultant Services to develop the City's WWMP,

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 to develop the City's Water Master Plan in an amount not to exceed $1,175,000 for the identified scope of services, plus $117,500 for additional services (if needed), for a maximum total amount of $1,292,500.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-337

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CIP BUDGET IN THE AMOUNT OF $82,000 TO BE TRANSFERRED INTO CIP ACCOUNT 100695 FROM WATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH WEST YOST ASSOCIATES, INC. FOR CONSULTANT SERVICES, INCLUDING SUPPORT BY CITY STAFF, TO UPDATE THE CITY'S WATER MASTER PLAN AND TO FUND FUTURE AGREEMENTS FOR CEQA AND PROP 218, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $82,000, in order to fully fund the agreement with West Yost Associates, Inc. for Consultant Services, including support by City staff, to prepare the City's Water Master Plan and to fund future agreements for CEQA and Prop 218, including support by City staff, 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 2nd day of September, 2014, 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 LINDGREN, City Attorney

Exhibit A

Due to the increase of the agreement with West Yost Associates, Inc. for Consultant Services, including support by City staff, to prepare the City's Water Master Plan and to fund future agreements for CEQA and Prop 218, including support by City staff costs for CIP Account #100695 "Water Fund Master Plan", the total project costs need to be increased by $82,000. This would be done by adjusting Engineering/Design/Administration by $82,000.

To fund the above account, $82,000 will be transferred from Water Fund Reserves into CIP Project 100695 for the City's Water Master Plan.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-338

A RESOLUTION ADOPTING THE CITY OF MODESTO EQUAL OPPORTUNITY PLAN FOR FISCAL YEARS 2013/2014 THROUGH 2018/2019

WHEREAS, City staff has recommended to the Council the adoption of an Equal Opportunity Plan for Fiscal Years 2013/2014 through 2018/2019, a copy of said Plan is on file in the office of the City Clerk, and

WHEREAS, said plan contains the City's plans and objectives which have been developed in accordance with existing laws in an effort to ensure that minorities, women, disabled individuals and other groups are afforded equal opportunity, and

WHEREAS, the Equal Opportunity Plan is provided to Council as a five-year blueprint for workforce objectives relative to ethnicity and gender. This report sets forth the guidelines to be used by the City to measure annual progress towards those objectives set for Fiscal Years 2013/2014 through 2018/2019, and

WHEREAS, the City is fully committed to the effective implementation of the Equal Opportunity Plan, and to continued progress toward the achievement of its objectives,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the City of Modesto Equal Opportunity Plan for Fiscal Years 2013/2014 through 2018/2019.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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. 2014-339

A RESOLUTION APPROVING AMENDMENT NO. 1 TO AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF MODESTO AND DISABILITY ACCESS CONSULTANT, INC. TO ASSIST THE CITY IN UPDATING THE 1992 SELF EVALUATION AND TRANSITION PLAN (IN AN AMOUNT NOT TO EXCEED $ 96,823), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), approved on July 26, 1990, prohibits discrimination against people with disabilities, and

WHEREAS, the ADA requires state and local government to prepare a Self-Evaluation and Transition Plan, and

WHEREAS, the City of Modesto completed a Self-Evaluation and Transition Plan in 1992, and

WHEREAS, the City of Modesto is updating the 1992 Self-Evaluation and Transition Plan, and

WHEREAS, a Request for Proposal was prepared seeking a qualified consultant to train, guide, and assist the City Staff in updating the 1992 Self-Evaluation and Transition Plan, and

WHEREAS, four consultants were interviewed and Disabilities Access Consultant, Inc. (DAC) was selected as the most qualified consultant, and

WHEREAS, On February 5, 2013, the City Council approved an agreement with DAC in the amount of $55,000 to train, guide, and assist City Staff in updating the Self-Evaluation and Transition Plan, and

WHEREAS, DAC would train city staff to survey city-owned facilities and buildings for compliance with the ADA except that DAC would survey 30 priority sites, buildings, and facilities under the Parks, Recreation and Neighborhoods Department. The Parks, Recreation and Neighborhoods staff determined it would be more cost effective for DAC to survey the Department's 87 sites, and

WHEREAS, the Public Works staff determined it would be more cost effective for DAC to survey sites, buildings, and facilities including bus stops under Public Works Department, and

WHEREAS, the Community and Economic Development Department proposes that DAC to train staff on surveying curb ramps and sidewalks on Arterial and Collector Streets, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Amendment No. 1 to an Agreement for services between the City of Modesto and Disability Access Consultant, Inc. to assist the City with surveys in the effort to update the 1992 Self-Evaluation and Transition Plan, in an amount not to exceed $96,823, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment No. 1 to 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 September, 2014, 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. 2014-340

RESOLUTION ACCEPTING THE AB 109 FUNDS FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC), FOR A MINIMUM OF $420,655.78 FOR POLICE OVERTIME, SPECIALIZED TRAINING, EQUIPMENT, AND TECHNOLOGY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS

WHEREAS, California Assembly Bill 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 Chief 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 $420,655.78, 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,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the AB 109 funds from the State of Califronia, Board of State and Community Corrections (BSCC), for a mininum of $420,655.78 for police overtime, specialized training, equipment, and technology,

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 9th day of September, 2014, 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, Lopez, Kenoyer, 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. 2014-341

RESOLUTION AMENDING THE MULTI-YEAR 2014/2015 OPERATING BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF AT LEAST $420,655.78 FOR THE CITY OF MODESTO'S AB 109 ALLOCATION FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC); AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, California Assembly Bill 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 Chief 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 $420,655.78, 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 July 1, 2014 to June 30, 2015, and

WHEREAS, these funds result in increased revenue and offsetting expenses to the City for a minimum of $420,655.78 and these funds will reside in Multi-Year Operating Account 1342-19998-42131-100830,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Multi-Year 2014/2015 Operating Budget to appropriate revenues and expenditures of at least $420,655.78 for City of Modesto's AB 109 allocation from the State of California, Board of State and Community Corrections (BSCC),

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 special meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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 LINDREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-342

A RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE RECONFIGURATION OF 10TH AND 11TH STREETS AND APPROPRIATING $40,000 FROM TRUST ACCOUNT TO CIP PROJECT # 100725

WHEREAS, Stanislaus Food Products applied for and was issued an Encroachment Permit on July 24, 2012 for the temporary closure of 11th Street, from D Street to Morton Boulevard, from July 20, 2012 to September 30, 2012, and

WHEREAS, Stanislaus Food Products and City of Modesto agree to use their best efforts to reach an agreement within 90 days of issuance of the permit, addressing the permanent closure of 11th Street and opening of 10th Street, and

WHEREAS, on August 20, 2012, Stanislaus Food Products paid the City of Modesto $36,000, which monies which was to be used specifically for the first phase (Design Phase) of the closure of 11th Street and opening of 10th Street project, and

WHEREAS, on December 11, 2012, the City Council, by Resolution No. 2012-523, approved a new Capital Improvement Program account the project titled "Reconfiguration of 10th and 11th Streets between D Street and Morton Boulevard", with an estimated initial cost of $36,000, and

WHEREAS, on December 11, 2012, the City Council, by Resolution No. 2012-524, amended the Fiscal Year 2012-2013 Capital Improvement Program budget for the reconfiguration of 10th and 11th streets and appropriated $36,000 from Trust Account 6800-00000-23504 to CIP #100725, and

WHEREAS, Stanislaus Food Products applied for and was issued an Encroachment Permit on May 3, 2013 for the temporary closure of 11th Street, from D Street to Morton Boulevard, from July 14, 2013 to October 13, 2013, and

WHEREAS, Stanislaus Food Products applied for and was issued an Encroachment Permit on June 30, 2014, for the temporary closure of 11th Street, from D Street to Morton Boulevard, from July 14, 2014 to October 12, 2014, with the stipulation that Stanislaus Food Products fund up to $40,000 for survey, preparation of acquisition maps and other related costs for the Reconfiguration of 10th and 11th Streets between D Street and Morton Boulevard project within 30 days of permit issuance, and

WHEREAS, on June 30, 2014, Stanislaus Food Products paid the City of Modesto $40,000, which monies will be used for the Reconfiguration of 10th and 11th Streets between D Street and Morton Boulevard project.

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 to appropriate $40,000 from Trust Account 6800-00000-23504 to CIP Project # 100725.

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 9th day of September, 2014, 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. 2014-343

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSTRUCTION COOPERATIVE AGREEMENT (10-397) BETWEEN THE CITY OF MODESTO AND CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CONSTRUCTION OF STATE ROUTE 99 / PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the State Route 99 and Pelandale Avenue Interchange 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, 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 and Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, an 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, include

construction engineering testing costs and CALTRANS requests for contract records and land surveying documents, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Construction Cooperative Agreement (10-397) between the City of Modesto and California Department of Transportation 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 the First Amendment to the Cooperative Agreement (10-397).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-344

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 CAPITAL IMPROVEMENT BUDGET AS REFLECTED IN EXHIBIT A, AND INCREASING ALLOCATION OF THE STATE ROUTE 99 PROPOSITION 1B BOND SAVINGS CIP PROJECT NO. 100786, FROM $41,061,629 TO $41,630,000, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THE RESOLUTION

WHEREAS, the State Route 99 and 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 and 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, an 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 amendment to the Cooperative Agreement (10-397) between the City of Modesto and Caltrans reduces State Route 99 Bond Funds for Construction Capital and Construction Support from $43,800,000 to $41,630,000, and

WHEREAS, certain budgetary transactions as shown on **Exhibit** A are necessary, in order to construct State Route 99/Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the Fiscal Year 2014-2015 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 2014-2015 Capital Improvement Program budget as reflected in **Exhibit** A, and increasing allocation of the State Route 99 Proposition 1B Bond Savings CIP Project No. 100786, from $41,061,629 to $41,630,000, 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 9th day of September, 2014, 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 LINDGREN, City Attorney

EXHBIT A

Task Number	Current Budget	Increase/(Decrease)	100786 Bond Funding
Construction Admin	$1,078,995	($100,000)	$978,995
Consultant Charges	$4,221,005	N/A	$4,221,005
Construction	$30,332,269	$667,700	$30,999,969
Contingency	$3,100,000	$671	$3,100,671
Supplemental Work	$2,329,360	N/A	$2,329,360
Total Funding	$41,061,629	$568,371	$41,630,000

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-345

RESOLUTION APPROVING THE CITY OF MODESTO STANDARD SPECIFICATIONS, 2014 EDITION

WHEREAS, the City Engineer has recommended an update of the Standard Specifications which are contained in the document titled "City of Modesto Standard Specifications – 2014", and

WHEREAS, per City of Modesto Municipal Code, Section 4-4.801, all improvements shall conform to the requirements contained in the Standard Specifications of the City of Modesto prepared by the City Engineer, recommended by the Planning Commission, and adopted by the Council as the same now exists or may hereafter be amended, and

WHEREAS, the current Standards were adopted by City Council on May 9, 2006, and

WHEREAS, the Community and Economic Development Department has prepared a major update to the Standard Specifications, in order to accomplish the following:

1. Update the Standards with the intent to make them a valuable tool for the development and construction industries, and

2. Improve overall user-friendliness, and

3. Provide greater efficiency and consistency in the design and construction of public improvements.

WHEREAS, in a collaborative effort this update to the City of Modesto Standard Specifications was reviewed and coordinated with the Construction Industry Liaison Committee (CILC), Local Engineering Firms, and various City Departments, and

WHEREAS, the Planning Commission, by Resolution No. 2014-14, adopted on August 18, 2014, recommended to the City Council adoption of the 2014 City of Modesto Standard Specifications, copies of which are on file and maintained in the office of the City Clerk, Planning Commission and Community and Economic Development Director, and

WHEREAS, the proposed City of Modesto Standard Specifications, 2014 Edition, as prepared by the City Engineer and recommended by the Planning Commission, were considered by the City Council at its regular meeting on the 9th day of September, 2014, at which time the Council determined that the proposed update to the Standard Specifications should be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto it hereby approves the City of Modesto Standard Specifications, 2014 Edition, copies of which are on file in the office of the City Clerk, Planning Commission and Community and Economic Development Director.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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. 2014-346

RESOLUTION ACCEPTING THE WORK BY KOCH & KOCH, INC., FOR THE "JENNINGS WASTEWATER TREATMENT PLANT 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 $890,350

WHEREAS, a report has been filed by the Director of Utilities that the Jennings Wastewater Treatment Plant Improvements Project has been completed by Koch & Koch, Inc., in accordance with the contract agreement dated March 26, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Jennings Wastewater Treatment Plant Improvements Project is hereby accepted as complete from said contractor, Koch & Koch, 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 $890,350 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 9th day of September, 2014, 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. 2014-347

RESOLUTION DECLARING THE CITY-OWNED REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HILLGLEN AND MILLBROOK AVENUES (APN: 085-028-091), CONTAINING 0.16 ACRES, AS SURPLUS LAND, RESERVING THE NORTHERLY 32 FEET FOR FUTURE RIGHT-OF-WAY OF HILLGLEN AVENUE, AND AUTHORIZING THE CITY'S PROPERTY AGENT TO PROCEED WITH THE SALE OF THIS PROPERTY

WHEREAS, the City of Modesto owns real property at the southwest corner of Hillglen and Millbrook Avenues (APN 085-028-091) containing 0.16 acres, and

WHEREAS, this property was purchased in 1994 as part of the Lakewood Sewer Trunk Project and never used for any other purpose, and

WHEREAS, this parcel is in the Village One Specific Plan and zoned for residential use, but due to the small size it cannot support development on its own, and

WHEREAS, this property is not suitable for housing, schools or parks, and

WHEREAS, the City will continue to reserve the northerly thirty-two feet of the parcel for the future right-of-way of Hillglen Avenue, and

WHEREAS, staff recommends the site be declared as surplus land, and

WHEREAS, staff recommends the City's property agent proceed with the sale of this property,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby declares the City-owned real property located at the southwest corner of Hillglen and Millbrook Avenues (APN: 085-028-091), containing 0.16 acres, as surplus land, reserving the northerly 32 feet for future right-of-way of Hillglen Avenue.

BE IT FURTHER RESOLVED that the Council hereby authorizes the City's property agent to proceed with the sale of this property.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-348

RESOLUTION ACCEPTING THE WORK BY KNIFE RIVER CONSTRUCTION FOR THE "SYLVAN AND LITT 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 $5,012,578

WHEREAS, a report has been filed by the Director of Utilities that the Sylvan and Litt Improvements Project has been completed by Knife River Construction in accordance with the contract agreement dated July 10, 2012,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Sylvan and Litt Improvements Project is hereby accepted as complete from said contractor, Knife River Construction 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 $5,012,578 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 9th day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-349

RESOLUTION APPROVING A COOPERATING AGENCY MEMORANDUM OF UNDERSTANDING WITH THE US BUREAU OF RECLAMATION FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THIS MOU AND ALL DOCUMENTS RELATED TO THE NVRRWP PHASE 3 STUDY ON BEHALF OF THE CITY

WHEREAS, on January 12, 2010, the City Council, by Resolution No. 2010-016, approved moving forward with a Regional Recycled Water Delivery System Feasibility Study (Phase 1 Feasibility Study) in partnership with the Del Puerto Water District (DPWD), and

WHEREAS, on April 27, 2010, the City Council, by Resolution No. 2010-149, approved an Amendment to the Cost-sharing Agreement with DPWD, and

WHEREAS, DPWD hired RMC Water and Environment (RMC) to perform the Phase 1 Feasibility Study, and

WHEREAS, the proposed project was expanded to include the Cities of Turlock and Ceres, and Stanislaus County as partners, and is now referred to as the North Valley Regional Recycled Water Program (NVRRWP), and

WHEREAS, on May 22, 2012, City Council, by Resolution No. 2012-180, approved the Phase 2 Feasibility Study Cost-sharing Agreement, which determined that the preferred conveyance alternative is single or dual pipeline(s) to the Delta-Mendota Canal (DMC), and

WHEREAS, on February 25, 2014, City Council, by Resolution No. 2014-68, approved the Phase 3 Feasibility Study Cost-sharing Agreement between the Del Puerto

Water District, the City of Turlock, and the City of Modesto for the development of the Phase 3 study, and

WHEREAS, currently the City of Modesto has been designated as the lead agency to address and coordinate responses regarding all items related to the California Environmental Quality Act (CEQA), and

WHEREAS, the Bureau is the designated lead agency for all items related to the National Environmental Policy Act (NEPA), and

WHEREAS, both agencies are coordinating with NVRRWP's Phase 3 consultant to prepare a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) document to address all CEQA/NEPA requirements, and

WHEREAS, the cooperating agency MOU formalizes the relationship between the Bureau and the City of Modesto and defines the roles, responsibilities, points of contact, areas of expertise, and interest, and other requirements between the Bureau and cooperating agencies regarding preparation of the EIR/EIS, and

WHEREAS, in addition to the cooperating agency MOU, there may be other administrative documents related to the Phase 3 study that will need an authorized representative to sign on behalf of the City, and

WHEREAS, staff recommends that City Council authorize the City Manager, or his designee, to execute this MOU and all documents related to the Phase 3 study on behalf of the City, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a cooperating agency Memorandum of Understanding with the US Bureau of Reclamation for the North Valley Regional Recycled Water Program.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute this MOU and all documents related to the NVRRWP Phase 3 Study 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 9th day of September, 2014, 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. 2014-350

RESOLUTION 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; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS

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) 2014/2015, 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 accepts the Chief of Police's Expenditure Plan for the FY 2014/2015 State

Supplemental Law Enforcement Services Fund, allocation of at least $100,000 for police overtime, training, technology, and equipment.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-351

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 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; AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

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) 2014 / 2015 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 2014/2015 Police SLESF allocation in the amount of at least $100,000 will be applied to account number 1340-19998-42140-100831,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the FY 2014/2015 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 for police overtime, training, technology, and equipment. as shown in **Exhibit A attached** hereto.

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 September, 2014, 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 LINDGREN, City Attorney

Exhibit A

The SLESF allocation for Fiscal Year 2014/2015 will be applied to:

FUND 1340 – Police Grants

Revenue	Increase/(Decrease)	Description
To:		
MY-1340-19998-42140-100831	$100,000	Intergov. – State – SLESF Revenue
Expense		
To:		
MY-100831-Appr A-51200	$ 5,000	Overtime
MY-100831-Appr C-52301	$ 60,000	Computer Equip. < $5K
MY-100831-Appr C-53025	$ 9,000	Training Expenses
MY-100831-Appr C-52300	$ 5,000	Tools & Field Supplies <5K
MY-100831-Appr C-52304	$ 16,000	Communication Equip. <$5K
MY-100831-Appr C-52305	$ 5,000	Office Equipment <$5K
	$100,000	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-352

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ROCK, SAND AND GRAVEL FOR THE UTILITIES DEPARTMENT, WASTEWATER DIVISION AND WATER DIVISION, TO WEST COAST SAND & GRAVEL, MODESTO, 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 $387,414, AND OVER FIVE (5) YEARS OF $1,937,070

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids for the purchase of rock, sand and gravel, and

WHEREAS, the Purchasing Division issued RFB No. 1314-41 Rock, Sand and Gravel to eleven (11) prospective bidders, six (6) of which were local vendors, 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, one of which was a local vendor, and

WHEREAS, three (3) out of the 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 purchase of rock, sand and gravel for the Utilities Department, Wastewater Division and Water Division, to West Coast Sand and Gravel, Modesto, 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 $387,414, and over five (5) years of $1,937,070, 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 rock, sand and gravel for the Utilities Department, Wastewater Division and Water Division, to West Coast Sand and Gravel Modesto, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Primary Appropriation Units: 4210-44211-53150, 4210-44313-53150, 4210-44314-53150, 4480-44222-53150, 4100-45040-53150.

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 rock, sand and gravel for the Utilities Department, Wastewater Division and Water Division, to West Coast Sand and Gravel, Modesto, 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 $387,414.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of September, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-353

Print

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF MODESTO AND SAN JOAQUIN INSURANCE AUTHORITY (SJVIA) FOR PARTCIPATION IN GROUP MEDICAL INSURANCE COVERAGE FOR A THREE-YEAR PERIOD STARTING PLAN YEAR 2015; CONTINUE DENTAL AND VISION COVERAGE THROUGH THE CITY'S SELF-INSURED PROGRAM FOR PLAN YEAR 2015; AUTHORIZING THE EMPLOYEE BENEFITS MANAGER TO SERVE AS THE COORDINATOR FOR THE VARIOUS PLANS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY AGREEMENTS

WHEREAS, the City of Modesto provides its employees with employee and dependent health insurance coverage, and

WHEREAS, the City was faced with large increases from existing medical insurance carriers for 2015 medical plan renewals and sought alternative options, and

WHEREAS, the Employee Benefits Advisory Committee (EBAC) consisting of three (3) representatives from each of the City's bargaining groups reviewed all options and made recommendations to City management regarding health insurance coverage for plan year January 1 through December 31, 2015, and

WHEREAS, the City received a proposal from San Joaquin Insurance Authority (SJVIA) for group medical insurance for an overall rate decrease of 0.4% for active employees and the EBAC recommended and City Management agreed to replace existing medical carriers with SJVIA, and

WHEREAS, the SJVIA requires a three-year commitment from the City and will provide the City a guaranteed pooled rating for that three-year period and, based on past ratings from SJVIA, will provide the City of Modesto with carrier rate stabilization and flexibility, and

WHEREAS, the City's self-insured dental and vision plan designs and administration will remain the same,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves entering into an agreement with San Joaquin Insurance Authority (SJVIA).

BE IT FURTHER RESOLVED that the Council hereby approves the continuation of dental and vision coverage through the City's self-insured programs.

BE IT FURTHER RESOLVED that the Employee Benefits Manager is hereby authorized to serve as the coordinator for the various plans.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all necessary agreements relating to employee and dependent health care as set forth herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-354

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE STANDARD AGREEMENT FOR CONSULTANT SERVICES WITH INTERWEST CONSULTING GROUP FOR BUILDING OFFICIAL AND CODE ENFORCEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $180,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE SECOND 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 limit the annual expenditures to $30,000 per year for plan review and building inspection services, and

WHEREAS, the anticipated cost of the additional services is $150,000 per year, and

WHEREAS, the total annual expenditures are not to exceed $180,000 per year,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Second Amendment to the Standard Agreement for Consultant Services with Interwest Consulting, for a total cost not to exceed $180,000 per year.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Second 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-355

RESOLUTION APPROVING THE TRANSFER FOR NO PAYMENT OF TWO (2) PARCELS, APNS 105-041-021 AND 105-048-008, HELD IN THE NAME OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MODESTO FROM THE CITY OF MODESTO REDEVELOPMENT SUCCESSOR AGENCY TO THE CITY OF MODESTO, IN ACCORDANCE WITH THE SECOND AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN AS APPROVED BY THE STATE OF CALIFORNIA DEPARTMENT OF FINANCE, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER THE TITLE OF THE TWO PARCELS TO THE CITY OF MODESTO

WHEREAS, in accordance with California Health and Safety Code Section 34191.5(b), Redevelopment Successor Agencies are required to prepare and submit a Long Range Property Management Plan (LRPMP) to the State of California Department of Finance (DOF), and

WHEREAS, the purpose of a LRPMP is to inventory former Redevelopment Agency (RDA) properties and identify the use or disposition of each, and

WHEREAS, the Second Amended Long Range Property Management Plan (the Plan) was approved by the Modesto City Council (Resolution No. 2014-138), and the Redevelopment Successor Agency (Resolution No. 02-2014) on April 15, 2014, the Redevelopment Successor Agency Oversight Board (Resolution No. 2014-07) on May 1, 2014, and the DOF (**Exhibit** A) on May 30, 2014, and

WHEREAS, the Plan provides for the transfer of three (3) properties to the City of Modesto as follows:

1) 9th Street Surface Parking Lot (APN 105-041-021)

2) 9th Street Pedestrian Bridge (APN 105-048-008)

3) 10th Street Surface Parking Lot (APNs 106-042-001, 106-042-002, 106-042-003, and 106-042-004), and

WHEREAS, the transfer of the 10th Street Surface Parking Lot was previously approved by the City Council (Resolution No. 2014-139) and the Successor Agency (Resolution No. 03-2014) on April 15, 2014, the Oversight Board (Resolution No. 2014-08) on May 1' 2014, and the DOF on June 5, 2014, and

WHEREAS, on September 4, 2014 the City of Modesto Redevelopment Successor Agency Oversight Board approved the transfer title of the remaining two parcels to the City of Modesto in accordance with the LRPMP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, it hereby approves for no payment the transfer by grant deed of two parcels APNs 105-041-021 and 105-048-008 from the Successor Agency in accordance with the Second Amended Long Range Property Management Plan, and authorizing the Interim City Manager, or his designee, to execute all documents necessary to transfer the title of the two parcels (APN 108-041-021 and 105-042-008) 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-356

RESOLUTION APPROVING A REPAYMENT SCHEDULE FOR LOANS ISSUED BY THE CITY OF MODESTO GENERAL FUND TO THE MODESTO REDEVELOPMENT AGENCY AND THE LOAN ISSUED FROM THE REDEVELOPMENT LOW AND MODERATE INCOME HOUSING FUND TO THE REDEVELOPMENT AGENCY FOR PAYMENT TO THE STATE OF CALIFORNIA SUPPLEMENTAL EDUCATION REVENUE AUGMENTATION FUND (SERAF), APPLYING THE LOCAL AGENCY INVESTMENT FUND (LAIF) RATE IN EXISTENCE AT THE TIME THE LOANS WERE INCURRED

WHEREAS, the original Redevelopment area was established in 1983 and amended in 1991, and

WHEREAS, from 1982 to 2007, the City of Modesto made loans from the General Fund to the Modesto Redevelopment Agency (the Agency) as seed money for projects and staff administration, and

WHEREAS, the total principal amount of the loans made by the City to the Agency from the General Fund is $21,009,982, and

WHEREAS, the total principal amount of the loan from the Redevelopment Low and Moderate Income Housing Fund (LMIHF) loan to the Agency for Supplemental Education Revenue Augmentation Fund (SERAF) is $676,526, and

WHEREAS, on February 2, 2014 the Redevelopment Successor Agency Oversight Board (Oversight Board) adopted Resolution No. 2014-01, approving the loans from the LMIHF to the former Redevelopment Agency for the SERAF payment to the State of California as enforceable obligations, finding the loans to be for legitimate redevelopment purposes, and

WHEREAS, on February 2, 2014 the Oversight Board adopted Resolution No. 2014-02, approving the loans from the City of Modesto General Fund to the former

Redevelopment Agency as enforceable obligations, finding the loans to be for legitimate redevelopment purposes, and

WHEREAS, on February 2, 2014 the Oversight Board adopted Resolution No. 2014-03, authorizing staff to execute a contract with Don Fraser, of Fraser and Associates, to develop a loan repayment schedule in accordance with Health and Safety Code Section 34191.4(b)(2) for both the LMIHF loans and the General Fund loans, and

WHEREAS, based on the conditions of loan repayment outlined in California Health and Safety Code Section 34191.4(b)(2), Fraser and Associates developed a recommended repayment schedule based on the Local Agency Investment Fund (LAIF) rate in existence at the time the loans were incurred (**Exhibit** A), and

WHEREAS, on August 7, 2014, the Oversight Board adopted Resolution No. 2014-10, approving the repayment schedule for loans issued by the City of Modesto General Fund to the Modesto Redevelopment Agency and the loan issued from the Redevelopment LMIHF to the Redevelopment Agency for payment to the State of California SERAF,

NOW, THEREFORE, BE IT RESOLVED by the City of Modesto City Council that it hereby approves the repayment schedule (**Attachment** A) for the loans issued by the City of Modesto General Fund to the Modesto Redevelopment Agency and the Loan from the LMIHF to the Redevelopment Agency, based on the Local Agency Investment Fund rate in existence at the time the loans were incurred.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Council Member Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Council members:	Cogdill, Gunderson, 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

ATTACHMENT 1

FA FRASER & ASSOCIATES

Property Tax and Financial Consulting

225 Holmfirth Court
Roseville CA 95661

Phone: (916) 791-8958
FAX: (916) 791-9234

MEMO

DATE: July 21, 2014

TO: Laurie Smith

FROM: Don Fraser

RE: City Loan Repayment under AB 1484

COMMENTS

Pursuant to your request, we have prepared a financial analysis which shows the ability of the Modesto Successor Agency to repay City Loans under AB 1484. The former Modesto Redevelopment Agency (Former Agency) had borrowed money from the City for the Modesto Project Area prior to implementation of the dissolution act.

Executive Summary

Redevelopment agencies were dissolved pursuant to the Redevelopment Dissolution Act (primarily AB 26 as amended by AB 1484) as of February 1, 2012. Under the Dissolution Act, successor agencies have taken over the role of repaying the various enforceable obligations, as defined in the law, of the former redevelopment agencies. The state, as part of AB 26, excluded loans between a redevelopment agency and its host community (a city or county) as enforceable obligations. The Successor Agency did file its Recognized Obligation Payment Schedules (ROPS) to include the prior City Loan, but the state Department of Finance (DOF) has disallowed those as enforceable obligations.

AB 1484, the clean up legislation to AB 26, allows the repayment of the City Loan under limited circumstances. The law requires that before such loans can be repaid, the Agency must first receive a finding of completion from the DOF, which occurred on April 26, 2013. The Oversight Board approved reentering the City Loan on February 6, 2014. The City Loans will need to be included on a future ROPS and then can begin to be repaid. Twenty percent of the loan repayments

must be deposited into an Affordable Housing Fund established by the Housing Successor Agency.

Based on the assumptions used to project future growth and the time limit to receive tax increment the table below summarizes our estimates for repayment of the City Loan. We have shown two scenarios, as further described below.

Estimated Repayment of City Loan

	Actual LAIF Rates	Current LAIF Rates
Outstanding Loan	21,700,400	21,009,982
Plus: Accrued Interest	26,958,969	274,554
Current City Loan Balance	48,659,369	21,284,536
Additional Accrued Interest	34,953,382	10,948,064
Total Project City Loan Balance	83,612,751	32,232,599
Projected Payments	36,762,166	32,232,593
Housing Deposits	7,352,433	6,446,519
Net Repayment	29,409,733	25,786,074
Unpaid Balance	54,203,011	6,446,518

As shown above, the City Loan is currently outstanding in the amount of $21.7 million, and when accrued interest calculated at LAIF rates at the time the loans were incurred is included, there would be current a balance of $48.7 million. Between now and 2038-39, it is estimated that additional interest will be accrued against the loan of $34.9 million. There will be approximately $36.8 million available to repay the total City Loan through 2038-39. In addition, 20 percent of the loan repayments must be credited to the Housing Successor Agency, which becomes essentially a write off to the Loan. The net payments that are estimated to be applied to the City Loan equal $29.4 million. Because the City Loan will also be accruing additional interest in the future, the total unpaid loan balance would be $54 million.

One issue facing the Agency in terms of the repayment of the City Loan is the state Department of Finance (DOF) position on the interest rate to be used in recalculating the balance of the loan. AB 1484 states that the accumulated interest due on the remaining principal balance of city loans should be "recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund." DOF has interpreted this to mean that the LAIF rate at the time that the Oversight Board approves the loan should be applied all the way back to the inception of the loan, and not the LAIF rate that was in existence at the time the loan was incurred. If this approach is applied, the

outstanding balance of approximately $48.7 million, inclusive of accumulated interest, would be reduced to $21.3 million, as shown on the table above. Between now and 2037-38, it is estimated that additional interest will be accrued against the loan of $10.9 million. The full City Loan would be repaid under this scenario except for the Housing Fund deposit, but total repayments would be less by approximately $3.6 million.

Other Key Repayment Issues

Besides the interest rate issue, the repayment of the City Loan, and also the SERAF advance under AB 1484, is dependent on growth in tax increment revenues. The amount of any surplus tax increment (tax increment not used to meet various obligations) that the taxing entities received in 2012-13, which is referred to as residual revenue, forms a new base amount. Only half of the residual revenues that exceed the 2012-13 base amount are available to be used to repay the City Loan. If there is no growth, or limited growth in future assessed values in the Project Area, there will be very little revenue to repay the City Loan. Given this, the financial projections contained in this report, which are estimates, should not be taken as amounts that will actually be available to repay the City Loan. Actual repayment amounts will need to be determined each year based on the actual tax increment and incremental residual revenue that is generated.

AB 1484 is unclear in a number of areas about how the calculations are to be prepared. The amount of residual revenue that goes to the taxing entities in 2012-13 is the "base" amount which taxing entities must receive in the future. However, the legislation does not indicate whether 2012-13 is based on the year in which property tax revenues are generated, or the year in which the expenditures take place. DOF has issued a clarification that the base year is the combined residual revenue from ROPS II (covering July to December 2013) and ROPS III (covering January to June 2013), which means the base is from the fiscal year in which the expenditures occur. For purposes of our analysis, we have used the base year residual revenue from those two ROPS periods.

Another problem area contained in AB 1484 is the requirement in Section 34191.4 (b) (1), which states that the payments are to be based on a defined schedule over a reasonable term of years. However, the actual repayment of the City Loan is tied to the growth in future revenues above the 2012-13 Residual Revenue level. Given this, it is impossible to establish a defined payment schedule. In fact, the payment schedule will need to be revised each year as the actual amount of residual revenue becomes known. The DOF recognizes this problem and allows the Agency to calculate the loan repayment amount each year based on the provisions of AB 1484.

Explanation of Loan Repayment Tables

The first step in our analysis was the preparation of tax increment projections for the Project Area, as shown on Table 1. The projections are based on the reported assessed value for 2013-14. Future tax increment has been estimated based on a 3 percent increase in values starting in fiscal year 2015-16, which is the average increase in taxable values since the base year. That amount has been reduced for property tax administrative fees, pass through payments and enforceable obligations. The enforceable obligations include:

1. Lease Revenue Bond debt service. Since this bond issue has a variable rate structure, the actual amount may vary from that we have shown, which is based on the amount included on the ROPS for 2013-14 and staff's estimate for 2014-15.
2. COP Debt Service
3. Other costs, which include payments under the OPA with Westland Development Company and JPA Common Area maintenance costs. Payments under the OPA are based on the net tax increment from the site. For purposes of the amounts shown on Table 1, we have used the amount shown on the most recent ROPS, and increased that amount by 2 percent per year to reflect the Proposition 13 inflation adjustment. The final payment under the OPA is due during 2031-32. The JPA costs are based on the current ROPS, and have been increased at 1.5 percent per year.
4. Administrative costs as taken from the most recent ROPS. Those costs are assumed to decrease over time by 5 percent per year, with a minimum of $100,000 shown.

Table 1 also includes the base year residual revenue according to the DOF guidelines. The total residual base year revenue for the Project, as reported by the County Auditor-Controller in their RPTTF reports, was $14,815. It consists of the following amounts:

ROPS II	$14,815
ROPS III	0
Total Residual Base	**$14,815**

As shown on Table 1, future residual revenue is projected to exceed the base residual revenue by 2015-16. Half of any incremental residual revenue above the residual base amount can be used to repay the City Loan. Please note repayments are tied to the future growth in the Agency's revenue stream. If there is no growth, or less growth than we have projected, there will be less revenue to repay the City Loan.

Table 2 shows the current outstanding balance on the City Loan. The table shows the beginning balance in 1983, additional amounts that were borrowed, less repayments that have been made. Interest has been calculated based on the outstanding balance in each year plus accrued interest at LAIF rates as those existed in each year. As previously described, DOF has taken the position that the current LAIF rate (of 0.26%) should be applied to the loan balance in each year back to 1983 (when rates were at 10.45%). We do not believe that this is what AB 1484 requires, and have calculated the City Loan balance using the actual LAIF interest rates during the period when the Loan has been outstanding for purposes of this scenario.

Table 3 shows the projected payment of the SERAF obligation and the City Loan over time. Repayments go first to repay the SERAF loan, which are deposited to the Affordable Housing Fund, and can be used for affordable housing purposes. Table 3 includes accrued interest on the unpaid balance based on an estimate of future LAIF interest rates. This is another variable that will change over time. By 2038-39, which is the last year that the Agency can receive tax increment for the Project Area, the payments are estimated to total $36.8 million. The City loan will show a remaining balance of $43.8 million, most of which represents unpaid accrued interest. Of the total payments to be made, 20 percent of the amount must be deposited to an Affordable Housing Fund to be established by the Housing Successor Agency. Given this, the actual amount the City will receive is projected to be $29.4 million.

Table 4 shows the outstanding balance on the City Loan if current LAIF rates are used to calculate interest. The total balance on the City Loan would be reduced to $21.3 million from $47 million if actual LAIF rates are used. Future accumulated interest on the City Loan would also go down, as shown on Table 4. Overall, the Agency is projected to have sufficient money to fully repay the City Loan by 2037-38. There would still be a loan write off of $6.4 million for the payments that are counted against the City Loan but which are deposited to the Housing Fund. Overall, the net payments on the City Loan would equal $25.8 million, which is $3.6 million less than the amount of the payments that would be made if current LAIF rates were used.

We hope that this information is useful to you. We are available to answer any questions you may have.

ATTACHMENT 1

Table 1
Modesto Successor Agency
Modesto Project Area

TAX INCREMENT AND CASH FLOW PROJECTIONS - AMOUNT FOR LOAN REPAYMENTS

	Total (1) Tax Increment	Property Tax Admin Fees	Pass Through Payments	Net Revenue	(2) Lease Revenue Debt Service	Enforceable Obligations: COP Debt Service	Enforceable Obligations: Other Costs (3)	Enforceable Obligations: Admin Costs (3)	Enforceable Obligations: Total Obligations	(4) Residual Revenue	Residual Base	(5) Amount For Other Obligations
2013 - 2014	$4,916,577	$98,332	$1,171,542	$3,646,703	$1,406,840	1,932,730	122,000	192,558	3,654,128	(7,425)	14,815	(11,120)
2014 - 2015	4,916,577	98,332	1,171,542	3,646,703	1,460,176	1,932,730	124,050	192,558	3,709,514	(62,811)	14,815	(38,813)
2015 - 2016	5,232,654	104,653	1,261,328	3,866,674	1,460,176	1,918,250	126,135	182,930	3,687,491	179,182	14,815	82,184
2016 - 2017	5,558,214	111,164	1,357,065	4,089,984	1,460,176	1,651,375	128,256	173,784	3,413,591	676,394	14,815	330,789
2017 - 2018	5,893,540	117,871	1,914,522	3,861,148	1,460,176	1,653,125	130,413	165,094	3,408,809	452,339	14,815	218,762
2018 - 2019	6,238,926	124,779	2,042,533	4,071,615	1,460,176	1,656,750	132,608	156,840	3,406,373	665,242	14,815	325,213
2019 - 2020	6,594,674	131,893	2,174,384	4,288,397	1,460,176	1,652,250	134,840	148,998	3,396,263	892,133	14,815	438,659
2020 - 2021	6,961,094	139,222	2,310,191	4,511,682	1,460,176	1,649,625	137,110	141,548	3,388,459	1,123,223	14,815	554,204
2021 - 2022	7,338,507	146,770	2,460,705	4,731,032	1,460,176	1,648,625	139,419	134,470	3,382,691	1,348,341	14,815	666,763
2022 - 2023	7,727,242	154,545	3,125,103	4,447,594	1,460,176	1,653,875	141,768	127,747	3,383,566	1,064,028	14,815	524,606
2023 - 2024	8,127,639	162,553	3,474,531	4,490,556	1,460,176	1,650,250	144,158	121,360	3,375,944	1,114,612	14,815	549,899
2024 - 2025	8,540,048	170,801	3,671,943	4,697,304	1,460,176	0	146,588	115,292	1,722,056	2,975,248	14,815	1,480,217
2025 - 2026	8,964,830	179,297	3,875,278	4,910,255	1,460,176	0	149,061	109,527	1,718,764	3,191,491	14,815	1,588,338
2026 - 2027	9,402,354	188,047	4,601,208	4,613,099	1,460,176	0	151,576	104,051	1,715,802	2,897,296	14,815	1,441,241
2027 - 2028	9,853,005	197,060	4,841,872	4,814,072	1,460,176	0	154,134	100,000	1,714,310	3,099,762	14,815	1,542,474
2028 - 2029	10,317,175	206,343	5,089,756	5,021,075	1,460,176	0	156,736	100,000	1,716,912	3,304,163	14,815	1,644,674
2029 - 2030	10,795,270	215,905	5,345,077	5,234,288	1,460,176	0	159,383	100,000	1,719,559	3,514,729	14,815	1,749,957
2030 - 2031	11,287,708	225,754	5,608,057	5,453,897	1,460,176	0	162,076	100,000	1,722,252	3,731,645	14,815	1,858,415
2031 - 2032	11,794,919	235,898	5,878,926	5,680,095	1,460,176	0	101,973	100,000	1,662,149	4,017,946	14,815	2,001,566
2032 - 2033	12,317,347	246,347	6,157,922	5,913,078	1,460,176	0	103,502	100,000	1,663,678	4,249,400	14,815	2,117,292
2033 - 2034	12,855,447	257,109	6,445,287	6,153,051	1,460,176	0	105,055	100,000	1,665,231	4,487,820	14,815	2,236,503
2034 - 2035	13,409,690	268,194	6,741,273	6,400,223	0	0	106,631	100,000	206,631	6,193,593	14,815	3,089,389
2035 - 2036	13,980,561	279,611	6,782,855	6,918,095	0	0	108,230	100,000	208,230	6,709,865	14,815	3,347,525
2036 - 2037	13,627,019	272,540	6,953,375	6,401,104	0	0	109,853	100,000	209,853	6,191,251	14,815	3,088,218
2037 - 2038	14,203,109	284,062	7,261,934	6,657,114	0	0	111,501	100,000	211,501	6,445,612	14,815	3,215,399
2038 - 2039	14,796,482	295,930	7,579,749	6,920,804	0	0	113,174	100,000	213,174	6,707,630	14,815	3,346,407
Totals	**245,650,609**	**4,913,012**	**109,297,957**	**131,439,640**	**30,610,360**	**18,999,585**	**3,400,231**	**3,266,756**	**56,276,932**	**75,162,709**		**37,388,759**

(1) Based on 2013-14 assessed value. Assumes underlying AV growth of 3 percent per year starting in 2015-16.
(2) Reflects amount shown on the ROPS for 2013-14 and estimate from staff for 2014-15. This is variable rate debt and so the actual amount of debt service may vary.
(3) Includes OPA payments and JPA Common Area maintenance costs as shown on ROPS. Admin costs are based on ROPS reported amounts. Admin costs are assumed to drop by 5% per year beginning in 2015-16 with a minimum cost of $100,000.
(4) Residual revenue is the amount remaining after paying all obligations except SERAF and the City Loans.
(5) This is the amount that is available each year to first repay SERAF and then to repay the City Loans. It represent 50% of the amount of residual revenue above the 2012-13 Residual Base amount.

ATTACHMENT 1

Table 2
Modesto Successor Agency
Modesto Project Area

RECALCULATION OF CITY LOAN AT LAIF RATE (1) *Alternative 1- Actual LAIF Rate*

FY Ending	LAIF Interest Rate (2)	Beginning Balance		Additional Principal	Total Repayments	(3) Repayment Applied to Interest	(3) Repayment Applied to Principal	Annual Interest	Ending Balance
1983	10.450%	0	(4)	49,050	0			2,563	51,613
1984	10.408%	51,613	(5)	2,260,000	0			44,654	2,356,267
1985	10.715%	2,356,267	(6)	1,827,500	0			338,999	4,522,765
1986	9.081%	4,522,765	(7)	3,300,000	0			510,503	8,333,262
1987	7.435%	8,333,262		81,000	0			625,600	9,039,862
1988	7.874%	9,039,862		165,600	0			724,838	9,930,300
1989	8.669%	9,930,300		278,133	0			884,969	11,093,402
1990	8.655%	11,093,402		302,500	0			986,315	12,382,218
1991	8.013%	12,382,218		336,160	0			1,019,124	13,737,501
1992	6.196%	13,737,501		408,180	0			876,466	15,022,148
1993	4.707%	15,022,148		311,765	0			721,767	16,055,680
1994	4.387%	16,055,680		888,000	0			743,319	17,686,999
1995	5.532%	17,686,999		950,925	0			1,031,050	19,668,974
1996	5.706%	19,668,974		545,596	0			1,153,443	21,368,013
1997	5.599%	21,368,013		744,365	0			1,238,072	23,350,450
1998	5.699%	23,350,450		702,713	0			1,370,790	25,423,953
1999	5.344%	25,423,953		722,876	0			1,397,287	27,544,116
2000	5.708%	27,544,116		743,627	0			1,614,664	29,902,407
2001	6.104%	29,902,407		758,498	0			1,871,542	32,532,447
2002	3.445%	32,532,447		1,267,279	0			1,164,401	34,964,126
2003	2.152%	34,964,126		2,328,885	0			802,546	38,095,557
2004	1.532%	38,095,557		1,332,748	0			604,042	40,032,347
2005	2.256%	40,032,347		916,000	0			923,795	41,872,141
2006	3.873%	41,872,141		479,000	0			1,640,260	43,991,401
2007	5.121%	43,991,401		0	0			2,252,800	46,244,201
2008	4.325%	46,244,201		0	(1,321,000)	(1,321,000)		1,942,928	46,866,129
2009	2.224%	46,866,129		0	(250,000)	(250,000)		1,036,743	47,652,872
2010	0.651%	47,652,872		0	0			310,220	47,963,092
2011	0.495%	47,963,092		0	0			237,417	48,200,509
2012	0.382%	48,200,509		0	0			184,126	48,384,635
2013	0.307%	48,384,635		0	0			148,541	48,533,176
2014	0.260%	48,533,176		0	0			126,186	48,659,362
Total				21,700,400	(1,571,000)	(1,571,000)	0	28,529,969	

(1) AB 1484 requires that City Loan amounts be calculated based on LAIF rates.
(2) As published on the California State Treasurer web site.
(3) Payments have been applied first to accrued interest and then to principal.
(4) Loan incurred in December 1982 so interest calculated for six month.
(5) New loan amount incurred in April 1984 so interest calculated for two months.
(6) Two loans incurred this fiscal year. One for $640,000 in October 1984 and the other for $1,187,500 in January 1985. Interest pro-rated on each loan.
(7) New loan in this fiscal year incurred in November 1986 so interest has been pro-rated.

ATTACHMENT 1

Table 3
Modesto Successor Agency
Modesto Project Area

PROJECTED REPAYMENT OF SERAF AND CITY LOAN

	Amount For Other Obligations	SERAF (1) Obligation $676,526	City Loan Balance (2)	(3) Assumed Interest Rate	(3) Plus Interest	Less: Payments	City Loan Balance
2013 - 2014	$0		$48,659,362	0.260%	$0	0	48,659,362
2014 - 2015	0	0	48,659,362	0.260%	243,297	0	48,902,659
2015 - 2016	82,184	82,184	48,902,659	0.50%	244,513	0	49,147,172
2016 - 2017	330,789	330,789	49,147,172	0.75%	368,604	0	49,515,776
2017 - 2018	218,762	218,762	49,515,776	1.00%	495,158	0	50,010,934
2018 - 2019	325,213	44,791	50,010,934	2.00%	1,000,219	280,422	50,730,730
2019 - 2020	438,659	0	50,730,730	3.00%	1,521,922	438,659	51,813,993
2020 - 2021	554,204	0	51,813,993	3.00%	1,554,420	554,204	52,814,209
2021 - 2022	666,763	0	52,814,209	3.00%	1,584,426	666,763	53,731,872
2022 - 2023	524,606	0	53,731,872	3.00%	1,611,956	524,606	54,819,222
2023 - 2024	549,899	0	54,819,222	3.00%	1,644,577	549,899	55,913,900
2024 - 2025	1,480,217	0	55,913,900	3.00%	1,677,417	1,480,217	56,111,101
2025 - 2026	1,588,338	0	56,111,101	3.00%	1,683,333	1,588,338	56,206,096
2026 - 2027	1,441,241	0	56,206,096	3.00%	1,686,183	1,441,241	56,451,038
2027 - 2028	1,542,474	0	56,451,038	3.00%	1,693,531	1,542,474	56,602,095
2028 - 2029	1,644,674	0	56,602,095	3.00%	1,698,063	1,644,674	56,655,484
2029 - 2030	1,749,957	0	56,655,484	3.00%	1,699,665	1,749,957	56,605,192
2030 - 2031	1,858,415	0	56,605,192	3.00%	1,698,156	1,858,415	56,444,933
2031 - 2032	2,001,566	0	56,444,933	3.00%	1,693,348	2,001,566	56,136,715
2032 - 2033	2,117,292	0	56,136,715	3.00%	1,684,101	2,117,292	55,703,524
2033 - 2034	2,236,503	0	55,703,524	3.00%	1,671,106	2,236,503	55,138,127
2034 - 2035	3,089,389	0	55,138,127	3.00%	1,654,144	3,089,389	53,702,882
2035 - 2036	3,347,525	0	53,702,882	3.00%	1,611,086	3,347,525	51,966,444
2036 - 2037	3,088,218	0	51,966,444	3.00%	1,558,993	3,088,218	50,437,219
2037 - 2038	3,215,399	0	50,437,219	3.00%	1,513,117	3,215,399	48,734,937
2038 - 2039	3,346,407	0	48,734,937	3.00%	1,462,048	3,346,407	46,850,578
Totals	**37,438,692**	**676,526**			**34,953,382**	**36,762,166**	

Payment Applied to City Loan (4)	**36,762,166**
Portion of City Loan Paid to Housing Fund (4)	**7,352,433**
Net City Loan Payment	**29,409,733**

(1) Per AB 1484, the SERAF loan must be repaid first.
(2) Actual balance starting in 2013-14.
(3) Interest at estimated LAIF rates as shown above.
(4) Of the total payments under the City loan, 20% must be applied to the Housing Fund. The amount that goes to the Housing Fund is assumed to reflect a loss to the City. It represents the portion of the loan that is not repaid.

ATTACHMENT 1

Table 4
Modesto Successor Agency
Modesto Project Area

RECALCULATION OF CITY LOAN AT LAIF RATE (1) *Alternative 2- Current LAIF Rate*

FY Ending	LAIF Interest Rate (2)	Beginning Balance		Additional Principal	Total Repayments	(3) Repayment Applied to Interest	(3) Repayment Applied to Principal	Annual Interest	Ending Balance
1983	0.260%	0	(4)	49,050	0			64	49,114
1984	0.260%	49,114	(5)	2,260,000	0			1,109	2,310,223
1985	0.260%	2,310,223	(6)	1,827,500	0			8,106	4,145,829
1986	0.260%	4,145,829	(7)	3,300,000	0			13,636	7,459,458
1987	0.260%	7,459,458		81,000	0			19,605	7,560,063
1988	0.260%	7,560,063		165,600	0			20,087	7,745,750
1989	0.260%	7,745,750		278,133	0			20,862	8,044,745
1990	0.260%	8,044,745		302,500	0			21,703	8,368,948
1991	0.260%	8,368,948		336,160	0			22,633	8,727,741
1992	0.260%	8,727,741		408,180	0			23,753	9,159,675
1993	0.260%	9,159,675		311,765	0			24,626	9,496,065
1994	0.260%	9,496,065		888,000	0			26,999	10,411,064
1995	0.260%	10,411,064		950,925	0			29,541	11,391,530
1996	0.260%	11,391,530		545,596	0			31,037	11,968,163
1997	0.260%	11,968,163		744,365	0			33,053	12,745,580
1998	0.260%	12,745,580		702,713	0			34,966	13,483,259
1999	0.260%	13,483,259		722,876	0			36,936	14,243,071
2000	0.260%	14,243,071		743,627	0			38,965	15,025,663
2001	0.260%	15,025,663		758,498	0			41,039	15,825,200
2002	0.260%	15,825,200		1,267,279	0			44,440	17,136,919
2003	0.260%	17,136,919		2,328,885	0			50,611	19,516,416
2004	0.260%	19,516,416		1,332,748	0			54,208	20,903,371
2005	0.260%	20,903,371		916,000	0			56,730	21,876,102
2006	0.260%	21,876,102		479,000	0			58,123	22,413,225
2007	0.260%	22,413,225		0	0			58,274	22,471,499
2008	0.260%	22,471,499		0	(1,321,000)	(826,098)	(494,902)	54,991	21,205,491
2009	0.260%	21,205,491		0	(250,000)	(54,484)	(195,516)	54,484	21,009,975
2010	0.260%	21,009,975		0	0			54,626	21,064,601
2011	0.260%	21,064,601		0	0			54,768	21,119,369
2012	0.260%	21,119,369		0	0			54,910	21,174,279
2013	0.260%	21,174,279		0	0			55,053	21,229,332
2014	0.260%	21,229,332		0	0			55,196	21,284,529
Total				21,700,400	(1,571,000)	(880,582)	(690,418)	1,155,136	

(1) AB 1484 requires that City Loan amounts be calculated based on LAIF rates.
Alternative 2 has used current LAIF rates.
(2) As published on the California State Treasurer web site.
(3) Payments have been applied first to accrued interest and then to principal.
(4) Loan incurred in December 1982 so interest calculated for six month.
(5) New loan amount incurred in April 1984 so interest calculated for two months.
(6) Two loans incurred this fiscal year. One for $640,000 in October 1984 and the other for $1,187,500 in January 1985. Interest pro-rated on each loan.
(7) New loan in this fiscal year incurred in November 1986 so interest has been pro-rated.

ATTACHMENT 1

Table 5
Modesto Successor Agency
Modesto Project Area

PROJECTED REPAYMENT OF SERAF AND CITY LOAN *Alternative 2- Current LAIF Rate*

	Amount For Other Obligations	SERAF (1) Obligation $1,201,789	City Loan Balance (2)	(3) Assumed Interest Rate	(3) Plus Interest	Less: Payments	City Loan Balance
2013 - 2014	$0		$21,284,529	0.260%	$0	0	21,284,529
2014 - 2015	0	0	21,284,529	0.500%	106,423	0	21,390,951
2015 - 2016	82,184	82,184	21,390,951	0.500%	106,955	0	21,497,906
2016 - 2017	330,789	330,789	21,497,906	0.750%	161,234	0	21,659,140
2017 - 2018	218,762	218,762	21,659,140	1.000%	216,591	0	21,875,732
2018 - 2019	325,213	325,213	21,875,732	2.000%	437,515	0	22,313,246
2019 - 2020	438,659	274,117	22,313,246	3.000%	669,397	164,542	22,818,102
2020 - 2021	554,204	0	22,818,102	3.000%	684,543	554,204	22,948,441
2021 - 2022	666,763	0	22,948,441	3.000%	688,453	666,763	22,970,131
2022 - 2023	524,606	0	22,970,131	3.000%	689,104	524,606	23,134,629
2023 - 2024	549,899	0	23,134,629	3.000%	694,039	549,899	23,278,769
2024 - 2025	1,480,217	0	23,278,769	3.000%	698,363	1,480,217	22,496,916
2025 - 2026	1,588,338	0	22,496,916	3.000%	674,907	1,588,338	21,583,485
2026 - 2027	1,441,241	0	21,583,485	3.000%	647,505	1,441,241	20,789,749
2027 - 2028	1,542,474	0	20,789,749	3.000%	623,692	1,542,474	19,870,968
2028 - 2029	1,644,674	0	19,870,968	3.000%	596,129	1,644,674	18,822,423
2029 - 2030	1,749,957	0	18,822,423	3.000%	564,673	1,749,957	17,637,139
2030 - 2031	1,858,415	0	17,637,139	3.000%	529,114	1,858,415	16,307,838
2031 - 2032	2,001,566	0	16,307,838	3.000%	489,235	2,001,566	14,795,507
2032 - 2033	2,117,292	0	14,795,507	3.000%	443,865	2,117,292	13,122,080
2033 - 2034	2,236,503	0	13,122,080	3.000%	393,662	2,236,503	11,279,240
2034 - 2035	3,089,389	0	11,279,240	3.000%	338,377	3,089,389	8,528,228
2035 - 2036	3,347,525	0	8,528,228	3.000%	255,847	3,347,525	5,436,550
2036 - 2037	3,088,218	0	5,436,550	3.000%	163,097	3,088,218	2,511,429
2037 - 2038	3,215,399	0	2,511,429	3.000%	75,343	2,586,772	(0)
2038 - 2039	3,346,407	0	(0)	3.000%	(0)		(0)
Totals	**37,438,692**	**1,231,065**			**10,948,064**	**32,232,593**	

Payment Applied to City Loan (4)	**32,232,593**
Portion of City Loan Paid to Housing Fund (4)	**6,446,519**
Net City Loan Payment	**25,786,074**

(1) Per AB 1484, the SERAF loan must be repaid first.
(2) Actual balance starting in 2013-14.
(3) Interest at estimated LAIF rates as shown above.
(4) Of the total payments under the City loan, 20% must be applied to the Housing Fund. The amount that goes to the Housing Fund is assumed to reflect a loss to the City. It represents the portion of the loan that is not repaid.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-357

A RESOLUTION RECOGNIZING AND SUPPORTING IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT INCENTIVE PROGRAM FOR DOWNTOWN MODESTO

WHEREAS, at its May 6, 2014 meeting, staff presented the findings of the Downtown Modesto Partnership related to the economic value and growth potential for downtown, and recommended the City Council approve a set of economic development incentives, and

WHEREAS, the City Council, by Resolution 2014-170, unanimously authorized the City Manager to implement the Downtown Economic Development Incentive Program ("Program"), included in **Exhibit** A, and

WHEREAS, the total cost to implement the Program is $100,000, and

WHEREAS, $50,000 in funding has been secured and budgeted to get the first phase of the Program underway, and

WHEREAS, funding for the remaining $50,000 is pending and contingent upon the success of the first phase, and

WHEREAS, the incentives are organized into three categories: occupancy incentives, new development incentives and physical improvement incentives, and

WHEREAS, interdepartmental staff created an application package and internal processing procedures, encumbered funds, and incorporated another viable incentive in the form of exemption from upcharges in wastewater connection fees, and

WHEREAS, the proposed exemption in wastewater connection upcharges will serve as a pilot program until a much-anticipated comprehensive connection fee and rate study is launched,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby recognizes and supports implementation of the Economic Development Incentive Program for downtown, as defined in **Exhibit** B.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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

Exhibit A

MODESTO CALIFORNIA	**CITY OF MODESTO** **COUNCIL AGENDA REPORT**	**DATE OF MEETING:** **May 6, 2014**

March 21, 2014

TO: Mayor & City Council

THROUGH: Greg Nyhoff, City Manager

FROM: H. Brent Sinclair, AICP
Director of Community and Economic Development

SUBJECT: Downtown Economic Development Incentives

CONTACT: Josh Bridegroom, Downtown Program Manager
jbridegroom@modestogov.com, (209) 571-5540

DESCRIPTION:
Consider approving an economic development incentive program for downtown and directing staff to implement. (Funding: General Fund)

FISCAL IMPACT:
It is estimated that the potential direct cost to the General Fund could be approximately $100,000. In addition, components of the program contemplate reducing or eliminating fees or taxes to encourage higher occupancies, new development and physical improvements in the downtown. The potential revenue gain resulting from higher occupancies, new development and physical improvement may not be realized without the fee waivers or tax reimbursements proposed by the program.

BACKGROUND:
In June 2012, the City Council commissioned the Downtown Hospitality Program to find ways of making downtown more attractive and hospitable to visitors, businesses, residents and investors. The program is a collaboration of the City, Downtown Improvement District, Chamber of Commerce, Convention and Visitors Bureau, Alliance, and other downtown stakeholders and interested parties. One of the first orders of business for the Downtown Hospitality Program was the creation of an economic development committee. Once created, the committee immediately set out to determine the existing economic value of downtown and its potential for economic expansion.

DOWNTOWN IS A SLEEPING ECONOMIC GIANT – Overall, downtown has a 16% vacancy rate. Yet despite this, it employs 28 persons per acre. This is a full 25% higher than would be anticipated within a business park. If downtown were fully occupied, it would employ approximately 32 persons per acre, nearly 50% more than a business park. Furthermore, existing development codes allow significant intensification downtown. At double the existing

density, downtown could accommodate 10,000 additional jobs. This would not come close to exhausting the intensification permitted.

Furthermore, these are not low paying jobs. To the contrary, it was discovered that the average worker downtown earns $45,000 per year. This is 10% higher than the average wage for the Modesto area and would provide an income of $90,000 for two-income households! The concentration of professional occupations downtown (attorneys, architects, engineers, accountants, real estate professions, etc.) contribute to the higher wages. Consequently, as downtown is built up, it is expected that incomes will rise, since retail (lower wage jobs) are generally found on the first floor of buildings and professional office (higher wage jobs) are found on upper floors.

Downtown also has great local revenue generating potential. While the Vintage Fair Mall is valued at $1,654,852/Acre, the Costco Lowe's Center at $1,574,297/Acre and Best Buy/Target center at $1,433,618/Acre, downtown's average value per acre is $2,343,681/Acre. Some properties downtown are valued above $10,000,000/Acre. Since property taxes are based on valuations, the City sees greater property tax revenue per acre downtown than elsewhere in the City. The strong connection between high property values and development density suggests the average valuation downtown can be expected to grow as the downtown is built up.

The conclusion is that downtown is a sleeping economic giant. The Downtown Hospitality Program economic development committee presented this information at the Downtown Summit meeting on February 27th, and it was well received. Consequently, the committee set out to create economic development incentives that would help the downtown realize its economic potential.

SUMMARY OF ECONOMIC DEVELOPMENT INCENTIVES – The draft incentives (attached) fall into three categories: occupancy incentives, new development incentives and physical improvement incentives. These are briefly described below.

- Occupancy Incentives – Increase the occupancy rate downtown by providing up to $2,500 for new businesses that open downtown, as well as providing a refund of mill tax and sales tax for the first year for new businesses or expanded hours of operation for existing businesses.

- New Development Incentives - Promote downtown residential development through CFF exemptions for the roadway component, and waiver/exemptions for construction related encroachment permits.

- Physical Improvement Incentives - Facilitate façade improvements through matching grants, as well as provide for maintenance, beautification and establishment of outdoor dining areas by exempting encroachment permit fees.

POTENTIAL ECONOMIC BENEFIT – At the June 5 EDC meeting, the Economic Development Committee asked staff to develop a hypothetical scenario for the incentive program. In coordination with the Alliance, staff researched the number of jobs and labor income that might be expected if the program were successfully implemented. The results are provided in a table attached to this agenda report.

The scenario assumes the program's benefits are fully utilized and that half of the cash incentive is used for retail/restaurant users and the other half is used for professional office users. Three categories were created for each job type to correspond with the proposed cash incentive categories: one for businesses with fewer than five employees, one for businesses with 10 or fewer employees, and one for businesses with more than 10 employees. Where possible, rounded numbers were used, as they work better with the Alliance's Implan software, which was used to develop the scenario.

Under the scenario developed, the economic development incentive program would create 344 jobs and approximately $14,000,000 in labor income.

DOWNTOWN MODESTO PARTNERSHIP RECOMMENDATION - The research, findings and proposed ED Incentive Program were presented to the Downtown Modesto Partnership at its March 6 meeting. The Partnership, comprised of representatives from a broad cross-section of the community including the Downtown Improvement District, Chamber of Commerce and Convention and Visitors Bureau, voted unanimously to endorse the incentives program and recommend the item to City Council.

COMMITTEE RECOMMENDATION:
At its August 5, 2013 meeting, the Economic Development Committee voted unanimously to recommend this item on to City Council.

CEQA/NEPA REQUIREMENTS:
This is not a project and is therefore not subject to CEQA or NEPA

STRATEGIC PLAN ELEMENT:
The proposal supports Strategic Commitments #4, Encourage business attraction and retention through coordinated partnership efforts with the Chamber of Commerce, the Alliance, Downtown Improvement District, Convention and Visitor's Bureau and other organizations

RECOMMENDED COUNCIL ACTION:
Staff Recommendations:
Resolution approving economic development incentive program for downtown and directing staff to implement.

Approved by:

H. Brent Sinclair, AICP
Director of Community & Economic Development

Greg Nyhoff, City Manager

Attachments: 1. Draft Economic Development Incentives
2. Economic Multiplier

Draft Downtown Economic Development Incentives

A. Occupancy Incentives

I. Incentive Types

1. Cash – New businesses or businesses relocating into downtown from another area, either office or retail, are eligible for the following cash incentive based on the number of full time equivalent (FTE) jobs created:
   a. < 5 jobs = $1,000
   b. 5-10 jobs = $2,000
   c. ▯ 10 jobs = $2,500
2. Mill Tax Refund – New businesses are eligible for a refund of City mill tax for the first year of business.
3. Local Sales Tax Refund – New retail businesses that are open Monday through Saturday are eligible for refund of local sales tax for first year of business
4. Partial Sales Tax Refund – Existing retail businesses that extend hours are eligible for refund of local sales tax collected during the extended hours for one year.

II. Retail Requirements

1. Eligible businesses shall be non-seasonal, full-time operations, maintaining regular, published operating hours equaling a minimum of 40 hours per week.
2. Eligible retail businesses are exclusive to targeted areas, starting with 10th (K to H), 11th (K to I) and J (9th to McHenry) and include only the following uses:
   a. Eating/Drinking Establishments (Restaurants, Café's, etc.)
   b. Artisan Shops (hand crafted durable and non-durable goods)
   c. Clothing/Apparel Stores
   d. Antique Stores
   e. Music Stores
   f. Pubs and Lounges (3,500 square feet/three max per street)
   g. Beauty and Spa Services
   h. Fitness Facilities
   i. Art Galleries
   j. Drug Stores/Sundries
   k. Grocery Stores (20,000 square feet max)
   l. Bookstores
   m. Bicycle Stores, Skate Shops, etc.
   n. Other similar uses, as approved by the C&ED Director

III. Program Administration

1. Business owner must provide a business plan (SBDC to approve):
   a. Demonstrates how business will create employment
   b. Shows operating budget with profitability

2. Business to provide sales receipts and payroll information to demonstrate compliance with program
3. Cash incentive to be paid with store opening
4. Tax incentive to be paid quarterly
5. Business must stay in location for one year or pay back incentive/forfeit sales tax refund
6. $50,000 total cash payout per year for program

B. New Development Incentives
   I. Incentive Types
      1. CFF Fee Exemption - New development that includes residential uses are exempt from CFF roadway fees.
      2. Encroachment Permit Fee Exemption – No fee for encroachment permits needed in conjunction with construction.
      3. Occupancy Incentives – Commercial portion of new buildings receives occupancy incentives identified above.
   II. Program Administration
      1. Program is administered through the building permit and encroachment permit processes and is self-enforcing.

C. Physical Improvements Incentives
   I. Incentive Types
      1. Façade Improvement – Matching grant up to $10,000
      2. Encroachment Permit – No fees for minor encroachment permits for repair/ maintenance, beautification or outdoor dining.
   II. Façade Improvement Requirements
      1. Eligible buildings are exclusive to targeted areas, starting with 10th Street, between J and I Streets.
      2. For buildings over 50 years old, focus shall be on restoration of original building façade and historically sensitive improvements, except where determined infeasible by design review committee
   III. Program Administration
      1. Façade Improvements shall be reviewed and approved by a design review committee
      2. $50,000 total cash payout per year for program
      3. Encroachment permit process is administered through the encroachment permit process and is self-enforcing.

Downtown ED Incentives Economic Multiplier

Description	Direct Jobs Per Incentive	New Cost to City Per Incentive	Indirect/ Induced Jobs Per Incentive	Total Jobs Per Incentive	Total Labor Income Per Incentive*	Number of ED Incentives	Total Jobs For All Incentives	Total Labor Income For All Incentives
Food Service and Drinking Places	4.0	$ 1,000	1.2	5.1	$ 134,263	6	30.6	$ 805,578
Food Service and Drinking Places	10.0	$ 2,000	2.8	12.8	$ 335,658	2	25.6	$ 671,316
Food Service and Drinking Places	15.0	$ 2,500	4.2	19.2	$ 503,487	1	19.2	$ 503,487
Retail Store - Clothing and Accessories	4.0	$ 1,000	0.8	4.8	$ 132,609	6	28.8	$ 795,654
Retail Store - Clothing and Accessories	10.0	$ 2,000	2.1	12.1	$ 331,523	2	24.2	$ 663,046
Retail Store - Clothing and Accessories	15.0	$ 2,500	3.2	18.2	$ 497,284	1	18.2	$ 497,284
Accounting, Tax Prep., Bookkeeping and Related	4.0	$ 1,000	1.6	5.6	$ 237,045	8	44.8	$ 1,896,360
Architectural, Engineering and Related Services	10.0	$ 2,000	7.4	17.4	$ 894,028	6	104.4	$ 5,364,168
Legal Services	15.0	$ 2,500	9.0	24.0	$ 1,358,728	2	48	$ 2,717,456
Grand Total							**344**	**$ 13,914,349**

Model results can vary based upon analyst assumptions.
Data generated using IMPLAN software, from Minnesota IMPLAN Group, Inc.
Totals may not add precisely due to rounding.
** Labor income is defined as Employee Compensation + Proprietor Income*
Employee Compensation in IMPLAN is the total payroll cost of the employee paid by the employer. This includes wage and salary, all benefits (health, retirement, etc.) and employer-paid payroll taxes (social security, unemployment, etc.).
Proprietor income consists of payments received by self-employed individuals and unincorporated business owners, and includes the capital consumption allowance.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-171

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM FOR DOWNTOWN MODESTO

WHEREAS, in June 2012, the City Council commissioned the Downtown Hospitality Program to find ways of making downtown more attractive and hospitable to visitors, businesses, residents and investors, and

WHEREAS, the program is a collaboration of the City, Downtown Improvement District, Chamber of Commerce, Convention and Visitors Bureau, Alliance and other downtown stakeholders and interested parties, and

WHEREAS, overall, downtown buildings have a 16% vacancy rate, and

WHEREAS, downtown businesses employ 28 persons per acre, and

WHEREAS, this is 25% higher than would be anticipated with a business park, and

WHEREAS, if downtown buildings were fully occupied, businesses would employ approximately 32 persons per acre, nearly 50% more than a business park, and

WHEREAS, it was discovered that the average worker downtown earns $45,000 per year which is 10% higher than the average wage for the Modesto area and would provide an income of $90,000 for two-income households, and

WHEREAS, downtown has great local revenue generating potential, and

WHEREAS, downtown Modesto has an average property value of $2,343,681 per acre; while Vintage Faire Mall's property value is $1,654,852 per acre, Lowe's Center's property value is $1,574,297 per acre and Best Buy/Target Center's property value is $1,433,618 per acre, and

WHEREAS, all of this information and more was presented at the Downtown Summit meeting on February 27, 2013, after which the Economic Development Committee of the Downtown Hospitality Program set out to create economic development incentives that would help the downtown realize its economic potential, and

WHEREAS, the economic development incentives are separated into three categories: occupancy incentives, new development incentives and physical improvement incentives, (full descriptions included in **Exhibit A**) and

WHEREAS, at the June 5, 2013 Economic Development Committee meeting of the Modesto City Council, staff was asked to develop a hypothetical business scenario to demonstrate the incentive program, and

WHEREAS, in coordination with the Alliance, City staff researched the number of jobs and labor income that might be expected if the program were successfully implemented, and

WHEREAS, the scenario developed assumes the program's benefits are fully utilized and that half of the cash incentive is used for retail/restaurant users and the other half is used for professional office users, and

WHEREAS, three categories were created for each job type to correspond with the proposed cash incentive categories: one for businesses with fewer than five employees, one for businesses with 10 or fewer employees, and one for businesses with more than 10 employees, and

WHEREAS, under the hypothetical scenario developed, the economic development incentive program would assist in creating 344 jobs and approximately $14,000,000 in labor income,

WHEREAS, at its March 6 meeting, following a presentation on the proposed Economic Development Incentive Program, the Downtown Modesto Partnership, comprised of representatives from a broad cross-section of the community including the Downtown Improvement District, Chamber of Commerce and Convention and Visitors Bureau, voted unanimously to endorse the incentives program and recommend the item to City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to implement an economic development incentive program for downtown.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of May, 2014, 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 LINDGREN, Interim City Attorney

EXHIBIT A

Draft Downtown Economic Development Incentives

A. Occupancy Incentives

I. Incentive Types

1. Cash – New businesses or businesses relocating into downtown from another area, either office or retail, are eligible for the following cash incentive based on the number of full time equivalent (FTE) jobs created:
   a. < 5 jobs = $1,000
   b. 5-10 jobs = $2,000
   c. > 10 jobs = $2,500
2. Mill Tax Refund – New businesses are eligible for a refund of City mill tax for the first year of business.
3. Local Sales Tax Refund – New retail businesses that are open Monday through Saturday are eligible for refund of local sales tax for first year of business
4. Partial Sales Tax Refund – Existing retail businesses that extend hours are eligible for refund of local sales tax collected during the extended hours for one year.

II. Retail Requirements

1. Eligible businesses shall be non-seasonal, full-time operations, maintaining regular, published operating hours equaling a minimum of 40 hours per week.
2. Eligible retail businesses are exclusive to targeted areas, starting with 10th (K to H), 11th (K to I) and J (9th to McHenry) and include only the following uses:
   a. Eating/Drinking Establishments (Restaurants, Café's, etc.)
   b. Artisan Shops (hand crafted durable and non-durable goods)
   c. Clothing/Apparel Stores
   d. Antique Stores
   e. Music Stores
   f. Pubs and Lounges (3,500 square feet/three max per street)
   g. Beauty and Spa Services
   h. Fitness Facilities
   i. Art Galleries
   j. Drug Stores/Sundries
   k. Grocery Stores (20,000 square feet max)
   l. Bookstores
   m. Bicycle Stores, Skate Shops, etc.

n. Other similar uses, as approved by the C&ED Director

III. Program Administration

1. Business owner must provide a business plan (SBDC to approve):
   a. Demonstrates how business will create employment
   b. Shows operating budget with profitability
2. Business to provide sales receipts and payroll information to demonstrate compliance with program
3. Cash incentive to be paid with store opening
4. Tax incentive to be paid quarterly
5. Business must stay in location for one year or pay back incentive/forfeit sales tax refund
6. $50,000 total cash payout per year for program

B. New Development Incentives

I. Incentive Types

1. CFF Fee Exemption - New development that includes residential uses are exempt from CFF roadway fees.
2. Encroachment Permit Fee Exemption – No fee for encroachment permits needed in conjunction with construction.
3. Occupancy Incentives – Commercial portion of new buildings receives occupancy incentives identified above.

II. Program Administration

1. Program is administered through the building permit and encroachment permit processes and is self-enforcing.

C. Physical Improvements Incentives

I. Incentive Types

1. Façade Improvement – Matching grant up to $10,000
2. Encroachment Permit – No fees for minor encroachment permits for repair/ maintenance, beautification or outdoor dining.

II. Façade Improvement Requirements

1. Eligible buildings are exclusive to targeted areas, starting with 10th Street, between J and I Streets.
2. For buildings over 50 years old, focus shall be on restoration of original building façade and historically sensitive improvements, except where determined infeasible by design review committee

III. Program Administration

1. Façade Improvements shall be reviewed and approved by a design review committee
2. $50,000 total cash payout per year for program
3. Encroachment permit process is administered through the encroachment permit process and is self-enforcing.

Exhibit B

Downtown Economic Development Incentives

Program Guidelines

Program Description

Everyone loves a vibrant, busy and interesting city center with unique shops and services, terrific food and drink venues and quality living space. The Downtown Economic Development Incentives Program embraces these concepts. The Program provides three types of incentives to encourage higher occupancies, new development and physical improvements in the downtown. These are briefly described below.

- Occupancy Incentives – Increase the occupancy rate downtown by providing cash for new businesses that open downtown, as well as providing a refund of mill tax and sales tax for the first year for new businesses or expanded hours of operation for existing businesses.

- New Development Incentives - Promote downtown residential development through Capital Facility Fee (CFF) exemptions for the roadway component, and waiver/exemptions for construction related encroachment permits.

- Physical Improvement Incentives - Facilitate façade improvements through matching grants, as well as provide for maintenance, beautification and establishment of outdoor dining areas by exempting encroachment permit fees.

Incentives and Eligibility

A. Occupancy Incentives
   I. Incentive Types
      1. Cash – New businesses or businesses relocating into downtown from another area, either office or retail, are eligible for the following cash incentive based on the number of full time equivalent (FTE) jobs created:
         a. < 5 jobs = $1,000
         b. 5-10 jobs = $2,000
         c. > 10 jobs = $2,500
      2. Mill Tax Refund – New businesses are eligible for a refund of City mill tax for the first year of business.
      3. Local Sales Tax Refund – New retail businesses that are open Monday through Saturday are eligible for refund of local sales tax for first year of business

4. Partial Sales Tax Refund – Existing retail businesses that extend hours are eligible for refund of local sales tax collected during the extended hours for one year.
5. Wastewater Connection Fee Exemption – Retail, residential and office tenant improvements in previously occupied building areas are exempted from wastewater connection fee up-charges.

II. Retail Requirements

1. Eligible businesses shall be non-seasonal, full-time operations, maintaining regular, published operating hours equaling a minimum of 40 hours per week.
2. Eligible retail businesses are exclusive to targeted areas, starting with 10th (K to H), 11th (K to I) and J (9th to McHenry) and include only the following uses:
    a. Eating/Drinking Establishments (Restaurants, Café's, etc.)
    b. Artisan Shops (hand crafted durable and non-durable goods)
    c. Clothing/Apparel Stores
    d. Antique Stores
    e. Music Stores
    f. Pubs and Lounges (3,500 square feet/three max per street)
    g. Beauty and Spa Services
    h. Fitness Facilities
    i. Art Galleries
    j. Drug Stores/Sundries
    k. Grocery Stores (20,000 square feet max)
    l. Bookstores
    m. Bicycle Stores, Skate Shops, etc.
    n. Other similar uses, as approved by the C&ED Director

B. Development Incentives

I. Incentive Types

1. CFF Fee Exemption – New development that includes residential uses are exempt from CFF roadway fees.
2. Encroachment Permit Fee Exemption – No fee for encroachment permits needed in conjunction with construction.
3. Occupancy Incentives – Commercial portion of new buildings receives applicable occupancy incentives identified above.

C. Physical Improvements Incentives

I. Incentive Types

1. Façade Improvement – Matching grant up to $10,000.
2. Encroachment Permit – No fees for minor encroachment permits for repair/ maintenance, beautification or outdoor dining.

II. Façade Improvement Requirements

1. Eligible buildings are exclusive to targeted areas, starting with 10th Street, between J and I Streets.

2. For buildings over 50 years old, focus shall be on restoration of original building façade and historically sensitive improvements, except where determined infeasible by the Urban Design Group of the Downtown Modesto Partnership.

Submittal Requirements

Many of the incentives are automatically administered through the building or encroachment permit processes and are self-enforcing. However, the occupancy and façade improvement incentives do not fit into existing programs and require special submittals, which may be subject change to accommodate the needs of the program or to comply with law. The current submittal requirements are listed below:

A. Occupancy Incentives
   - ☐Completed Occupancy Incentive Application Form
   - ☐Draft Business Plan
   - ☐Approved Business License
   - ☐Letter of Intent to Lease
   - ☐Signed W-9 Form

B. Façade Improvement
   - ☐Completed Façade Improvement Application Form
   - ☐Evidence of Property Ownership (e.g., deed, title insurance policy)
   - ☐Detailed Façade Restoration Plans showing:
     - ☐Before and After Elevations
     - ☐Building Elements to be Removed
     - ☐Building Elements to Remain
     - ☐Introduction of New Building Elements

CITY OF MODESTO
Community and Economic Development Department
1010 Tenth Street, Suite 3300, P.O Box 642
Modesto, CA 95353
(209)577.571-5566

MODESTO
CALIFORNIA

Downtown Economic Development Incentive Program
FAÇADE IMPROVEMENT GRANT APPLICATION

APPLICANT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell: _____

Email Address: _____ Fax: _____

PROPERTY OWNER INFROMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell: _____

Email Address: _____ Fax: _____

PROJECT SITE INFORMATION

Project Address: _____

Estimated Project Cost: _____

Name of Contractor: _____

Description of Improvements (attach additional pages, if necessary): _____

_____

_____

_____

_____

AFFIDAVIT

Your signature below indicates that you have read the foregoing application, know the content thereof and state that the same is true and correct to the best of your knowledge.

_____ Date _____

Property Owner (Signature)

_____

Property Owner (Print Name)

CITY OF MODESTO
Community and Economic Development Department
1010 Tenth Street, Suite 3300, P.O Box 642
Modesto, CA 95353
(209) 577-55566

MODESTO
CALIFORNIA

Downtown Economic Development Incentive Program
OCCUPANCY INCENTIVE APPLICATION

APPLICANT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell: _____

Email Address: _____ Fax: _____

BUSINESS OWNER INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell: _____

Email Address: _____ Fax: _____

BUSINESS INFORMATION

Business Name: _____ Business Description: _____

_____

_____

Business Address (street number(s) and suite(s)): _____

Previous Address (if any): _____

Weekly Operating Hours (days and times): _____

Previous Operating Hours (if any): _____

Weekly Labor Hours*: _____

Previous Labor Hours (if any): _____

AFFIDAVIT

Your signature below indicates that you have read the foregoing application, know the content thereof and state that the same is true and correct to the best of your knowledge.

_____ Date_____

Business Owner (Signature)

_____

Business Owner (Print Name)

* Weekly Labor Hours are the cumulative hours paid to all employees, including the business owner(s), in the course of one week. For calculation purposes, salary positions are valued at 40 hours.

Downtown ED Incentives Processing Procedures

Occupancy Incentives

1. Complete application, business license, business plan and letter of intent to lease received by CED staff.

2. CED staff escorts applicant to the Alliance for business plan component

3. CED staff checks with Business Licensing to ensure applicant is in good standing

4. CED staff reviews application to determine level of eligibility, informs applicant

5. Alliance staff meets w/ applicant regarding business plan

6. Alliance confirms final business plan and recommends a copy to City staff

7. Application approved with letter outlining action items for receiving benefit, as follows:

    a. Cash – Applicant brings copy of approval letter to Finance and receives a check for approved amount upon occupancy or within four weeks of receipt of approval letter, whichever is later.

    b. Mill Tax and Sales Tax – Applicant provides a copy of approval letter, quarterly payroll information with operating hours and copy of state-filed sales receipts to Finance Department along with quarterly taxes to demonstrate compliance with program and receive benefit. Finance issues eligible refund within four weeks.

    c. Partial sales tax – Applicant submits payroll information with operating hours and copy of state-flied sales receipts to receive benefit. Finance issues eligible refund within four weeks.

Façade Improvement Grant

1. Complete application, evidence of property ownership and façade restoration plan received by CED staff.

2. Urban Design Group of Downtown Modesto Partnership reviews façade restoration plan and makes recommendations to CED staff.

3. Revisions made to plan, where determined appropriate by CED staff

4. Application approval letter issued.

5. After receiving building permit, applicant completes work, brings approval letter, copy of final inspection and record of paid invoices to Finance Department. Finance Department issues eligible refund within four weeks.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-358

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE FURNISHING OF PEST CONTROL SERVICES FOR CITYWIDE USE TO MERCED PEST CONTROL, MERCED, 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 $17,380, AND OVER FIVE (5) YEARS OF $86,900

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of pest control services, and

WHEREAS, the Purchasing Division issued RFB No. 1314-39 Pest Control Services to fourteen (14) prospective bidders, seven (7) 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. Five (5) companies chose to respond, two (2) of which were local companies, 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 furnishing of pest control services for Citywide use, to Merced Pest Control, Merced, 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 $17,380, and over five (5) years of $86,900, 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 pest control services for Citywide use to Merced Pest Control, Merced, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Primary Appropriation Units: 0100-18110-53300, 0100-19110-53300, 0100-19420-53300, 0100-19430-53300, 0100-33040-53300, 0100-33120-53300, 0100-33310-53300, 0100-33320-53300, 0100-33330-53300, 0100-34120-53300, 0100-34130-53300, 0100-52160-53300, 1700-53550-53300, 4100-45040-53300, 4000-53250-53300, 4100-45050-53300, 4210-44313-53300, 4310-53312-53300, 4530-53474-53300, 4530-53475-53300, 4540-53244-53300, 4600-14920-53300, 4605-14925-53300, 4605-14930-53300, 4700-14940-53300, 4890-56030-53300, 5110-12530-53300, 5800-52120-53300, 6600-80210-53300, 6700-80300-53300.

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 pest control services for Citywide use to Merced Pest Control, Merced, 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 $17,380.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-359

Print

RESOLUTION AUTHORIZING THE AWARD OF PROPOSALS AND CONTRACTS FOR THE FURNISHING OF BACKGROUND INVESTIGATION SERVICES FOR THE MODESTO POLICE DEPARTMENT TO SIMPSON INVESTIGATIVE SERVICES GROUP, PLEASANT HILL, CA, AS "PRIMARY" CONTRACTOR AND RANK INVESTIGATION & PROTECTION, INC., MODESTO, 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 INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACTS FOR AN ESTIMATED ANNUAL COST OF $35,000, AND OVER FIVE (5) YEARS OF $175,000

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of background investigation services, and

WHEREAS, the Purchasing Division issued RFP No. 1314-33 Background Investigation Services to six (6) 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. Two (2) companies chose to respond, one of which was a local company, and

WHEREAS, both companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of three (3) City staff members evaluated and graded the proposals, and

WHEREAS, in order to ensure continued services to the City, contracts shall be awarded to both contractors to meet the City's needs, and

WHEREAS, based on providing responsive and responsible proposals, City staff recommends the award of proposals for the furnishing of background investigation services for the Modesto Police Department to Simpson Investigative Services Group, Pleasant Hills, CA, as "primary" contractor and Rank Investigation & Protection, Inc.,

Modesto, 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 $35,000, and over five (5) years of $175,000, 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 proposals for the furnishing of background investigation services for the Modesto Police Department to Simpson Investigative Services Group, Pleasant Hill, CA, as "primary" contractor and Rank Investigation & Protection, Inc., Modesto, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, 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 proposals for the furnishing of background investigation services for the Modesto Police Department to Simpson Investigative Services Group, Pleasant Hill, CA, as "primary" contractor, and Rank Investigation & Protection, Inc., Modesto, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Primary Appropriation Unit: 0100-19100-53300-53300.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposals and contracts for the furnishing of background investigation services to Simpson Investigative Services Group, Pleasant Hill, CA, as "primary contractor, and Rank Investigation & Protection, Inc., Modesto,

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 Interim City Manager, or his designee, is hereby authorized to execute the contracts for an estimated annual cost of $35,000, and over five (5) years of $175,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-360

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF COMBINATION AIR AND VACUUM RELIEF VALVES FOR THE UTILITIES DEPARTMENT, WASTEWATER DIVISION TO FERGUSON/GROENIGER CO., MODESTO, CA, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $88,935

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids for the purchase of combination air and vacuum relief valves, and

WHEREAS, the Purchasing Division issued RFB No. 1415-03 Combination Air and Vacuum Relief Valves to four (4) prospective bidders, one of which was a local vendor, and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Two (2) companies chose to respond, one of which was a local vendor, and

WHEREAS, both companies provided responsive and responsible bids, and

WHEREAS, Modesto Municipal Code 8-3.206 Support of Local Vendors 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, Ferguson/Groeniger Co., Modesto, CA, was afforded the opportunity and agreed to price match, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of combination air and vacuum relief valves for the Utilities Department, Wastewater Division to Ferguson/Groeniger Co., Modesto, CA, for an estimated total cost of $88,935, 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 combination air and vacuum relief valves for the Utilities Department, Wastewater Division to Ferguson/Groeniger Co., Modesto, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Primary Appropriation Units: 4210-59999-57940.

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 combination air and vacuum relief valves for the Utilities Department, Wastewater Division to Ferguson/Groeniger Co., Modesto, 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 $88,935.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-361

A RESOLUTION ANNUALLY DECLARING AS SURPLUS THE FOLLOWING ITEMS: RECOVERED STOLEN AND/OR SEIZED PROPERTY ACCUMULATED BY THE POLICE DEPARTMENT, PROPERTY ACCUMULATED BY THE CITY AND SURPLUS CITY VEHICLES AND EQUIPMENT AND AUTHORIZING THE PURCHASING MANAGER AS DESIGNATED BY THE CITY MANAGER TO SELL SAME BY SEALED BID, CONSIGNMENT, PUBLIC AUCTION, ONLINE AUCTION, ONLINE, AS SCRAP, OR DONATE TO AN ELIGIBLE NON-PROFIT (501C3) ORGANIZATION IF THE ITEMS CANNOT BE SOLD

WHEREAS, Section 801(r) of the City Charter authorizes the City Manager to sell obsolete, and unused or surplus personal property of the City with the approval of the City Council, and

WHEREAS, the City's surplus items consist of: (1) excess property and scrap accumulated by the City; and (2) surplus City vehicles and equipment, and (3) recovered stolen and/or seized property accumulated by the Police Department and,

WHEREAS, the Purchasing Division will sell surplus property through online auction companies, or directly online, or through sealed bid and

WHEREAS, all revenues received are either deposited in the originating fund or in the General Fund, and

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

SECTION 1. The City Council in accordance with Section 801(r) of the City Charter hereby annually declares as surplus the property items set forth above.

SECTION 2. The City Manager, or the Purchasing Manager, acting as the City Manager's designated representative in accordance with 8-3.501 of the Modesto Municipal Code are hereby authorized and directed to sell same by sealed bid,

consignment, public auction, online auction, online or as scrap or to donate to an eligible non-profit 501(c)(3) organization if the items cannot be sold.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-362

RESOLUTION ACCEPTING AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $91,613 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR PERSONAL PROTECTIVE EQUIPMENT ON BEHALF OF MODESTO REGIONAL FIRE AUTHORITY

WHEREAS, the grant was applied for under and awarded to the MRFA during Fiscal Year FY 2013-14, and

WHEREAS, the match funds were budgeted into what would have been submitted as the MRFA FY 2014-15 budget, the budget was never adopted, and

WHEREAS, budgeted items were returned to the respective partner agencies effective July 1, 2014 and adopted into each partner's budget as appropriate, and

WHEREAS, the match funds for this grant were attributable in full to the City of Modesto, and

WHEREAS, the match funds have been incorporated into the City of Modesto General Fund through the City's Fire budget, and

WHEREAS, the 10% match ($10,179) required for this grant has been transferred to the City of Modesto General Fund through the City's Fire Budget, and

WHEREAS, the original intent was for this grant to provide PPE to City Fire Suppression employees associated with MRFA. The originally intended recipients will be the same recipients receiving the PPE under the City's Administration of the grant on behalf of MRFA, and

WHEREAS, the new PPE will increase compliance for firefighter protective gear with the current National Fire Protection Association (NFPA) standards 1999 (2013

Edition), 1971 (2013 Edition), and 1977 (2011 Edition). The new PPE will replace missing, damaged, or non-compliant PPE.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves accepting an Assistance to Firefighters Grant in the amount of $91,613 from the Federal Emergency Management Agency for Personal Protective Equipment on behalf of Modesto Regional Fire Authority,

BE IT FURTHER RESOLVED that the City Manager, 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-363

RESOLUTION AMENDING THE FY 2014-15 OPERATING BUDGET TO CREATE A NEW COST CENTER IN FUND 1341 (GRANTS – OPERATIONS GRANTS REIMBURSED) FOR THE ASSISTANCE TO FIRE FIGHTERS GRANT IN THE AMOUNT OF $91,613 AND TO ESTABLISH A TRANSFER FROM THE GENERAL FUND THE REMAINING 10% MATCH OF $10,179

WHEREAS, the grant was applied for under and awarded to the MRFA during Fiscal Year FY 2013-14, and

WHEREAS, the match funds were budgeted into what would have been submitted as the MRFA FY 2014-15 budget, the budget was never adopted, and

WHEREAS, budgeted items were returned to the respective partner agencies effective July 1, 2014 and adopted into each partner's budget as appropriate, and

WHEREAS, the match funds for this grant were attributable in full to the City of Modesto, and

WHEREAS, the match funds have been incorporated into the City of Modesto General Fund through the City's Fire budget, and

WHEREAS, the 10% match ($10,179) required for this grant has been transferred to the City of Modesto General Fund through the City's Fire Budget, and

WHEREAS, City staff recommends amending the FY 2014-15 operating budget to create a new cost center housed in the Grants – Operations Grants Reimbursed Fund (1341) for the Assistance to Fire Fighters Grant and to establish a transfer of match funds, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the FY 2014-15 operating budget to create a new cost

center for the assistance to fire fighters grant in the amount of $91,613 and to establish a transfer from the General Fund the remaining 10% match of $10,179,

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-364

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 2014-2015 AS ADOPTED IN THE CITY OF MODESTO OPERATING BUDGET AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

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, the Parks, Recreation and Neighborhoods Department (PRND) General Fund currently supports a .625 Recreation Coordinator ($30,766), and

WHEREAS, to restore this position allocation back to a .75 Recreation Coordinator ($36,922) will result in an annual increase of $6,156 in salaries to the City of Modesto Operation Budget for FY 2014-2015 plus benefits at a 75% allocation.

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 to restore funding for a .625 Recreation Coordinator to a .75 position in the Parks, Recreation and Neighborhoods Department.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-365

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 MULTI-YEAR BUDGET FOR PROJECT ACCOUNT 100822 TO RECOGNIZE $224,000 IN MODESTO GRAND PRIX SPONSORSHIP REVENUE AND AN ADDITIONAL $28,510 IN EVENT REVENUE FROM THE MODESTO GRAND PRIX STANISLAUS COMMUNITY FOUNDATION ACCOUNT AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, as the Modesto Grand Prix generated $224,000 in sponsorship revenue along with an additional $28,510 in event revenue, and

WHEREAS, the City's Fiscal Year 2014-2015 Capital Improvement Project and Multi-Year budgets to be amended in the City's financial reporting system – COSMO to reflect $224,000 in Modesto Grand Prix sponsorship revenue and an additional $28,510 in event revenue from the Modesto Grand Prix.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the fiscal year 2014-15 Multi-Year budget for Project account 100822 for the Modesto Grand Prix to reflect $224,000 in Modesto Grand Prix sponsorship revenue and an additional $28,510 in event revenue.

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 September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-366

A RESOLUTION ACCEPTING THE 2015 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF APPROXIMATELY $277,261 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 $277,261 from OTS, and

WHEREAS, acceptance of said $277,261 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, 2014, through September 30, 2015,

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 $277,261 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NUMBER 2014-367

A RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 OPERATING AND MULTI-YEAR GRANT BUDGET TO REFLECT REVENUE AND EXPENSES IN THE AMOUNT OF APPROXIMATELY $277,261 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 $277,261 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, 2014, through September 30, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2014/2015 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Exhibit A

Project Name: 2015 OTS Selective Traffic Enforcement Program (STEP)
Project Fund: 1341 – Grants – Operation Grants Reimbursed
The Multi-Year 2014/2015 Operating Budget will be amended as follows:

	Revenues	Increase/(Decrease)	Description
To:	MY-1341-19998-42141-100833	$277,261	Intergov-State-Office of Traffic Safety
	Expenses		
To:	MY-100833 - Appr. A - 51200	$270,163	Services City Forces (Overtime)
	MY-100833 - Appr. C - 53025	$ 5,586	Training Expense
	MY-100833 - Appr. C - 52300	$ 1,000	Tools & Field Supplies < $5,000
	MY-100833 - Appr. C - 52015	$ 512	Printing and Binding
		$277,261	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-368

RESOLUTION APPROVING THE AMENDMENT TO FY 13/14 OPERATING BUDGET FOR FIXED ROUTE MAX OPERATIONS FUND (4540) IN THE AMOUNT OF $353,174 FOR PAYMENT OF STANISLAUS COUNCIL OF GOVERNMENT'S (STANCOG) INVOICE NUMBER 1314-05 FOR THE COSTS OF OPERATING ROUTE 43 IN SOUTHWEST MODESTO

WHEREAS, certain budgetary transactions are necessary in the amount of $353,174, in order to fund the operating services of Route 43, and

WHEREAS, the Fiscal Year 2013-2014 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 2013-2014 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Exhibit A

Amendment for FY 13/14 Operating Budget to cover the grant eligible costs of operating Modesto Area Express (MAX) services in Southwest Modesto (Route 43):

1. Increase appropriations in fund 4540 (Fixed Route MAX Operations fund) in the amount of $353,174.00.
2. To fund these costs recognize revenue in the amounts of:
   - $353,174.00 – Federal Transit Administration- Job Access Reverse Commute (JARC)

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-369

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND DENNIS ALLISON, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 1320 MARLOW STREET IN THE ROBERTSON ROAD NEIGHBORHOOD, MODESTO, (APN: 037-021-045); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXCUTE THE AGREEMENT

WHEREAS, the property located at 1320 Marlow Street is not connected to the City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is inside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City of Modesto can, and is willing to provide domestic sewer to the subject area, and

WHEREAS, the Stanislaus County Redevelopment Agency installed complete sewer infrastructure in the " neighborhood" and individual laterals to each parcel to connect the property to the City of Modesto'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 in an area with failing septic system, and

WHEREAS, the installation of the sewer service lines will upgrade the infrastructure in this already developed unincorporated area to facilitate a later annexation, and

WHEREAS, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an Outside Service Agreement for sewer service with the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Outside Service Agreement for the property located at 1320 Marlow Street, Modesto (APN: 037-021-045).

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 23rd day of September, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-370

Print

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTIES LOCATED AT 4950, 4958, 4951, 4959, 4955 AND 4954 PARK VIEW COURT IN SALIDA (APN: 136-028-096, 098, 095, 093,094 AND 097) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the properties located at 4950, 4958, 4951, 4959, 4955 and 4954 Park View Court in Salida, are not connected to City's water system, and

WHEREAS, these properties are located outside Modesto City limits, and inside 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 these properties, 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 properties located at 4950, 4958, 4951, 4959, 4955 and 4954 Park View Court in Salida.

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-371

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4950 PARK VIEW COURT IN SALIDA, (APN: 136-028-096), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4950 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4950 Park View Court, (APN: 136-028-096).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-372

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4951 PARK VIEW COURT IN SALIDA, (APN: 136-028-095), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4951 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4951 Park View Court, (APN: 136-028-095).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-373

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4954 PARK VIEW COURT IN SALIDA, (APN: 136-028-097), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4954 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4954 Park View Court, (APN: 136-028-097).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-374

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4955 PARK VIEW COURT IN SALIDA, (APN: 136-028-094), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4955 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4955 Park View Court, (APN: 136-028-094).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-375

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4958 PARK VIEW COURT IN SALIDA, (APN: 136-028-098), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4958 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4958 Park View Court, (APN: 136-028-098).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-376

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND SARA LYNNE POLE, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED ½ INTEREST AND REYES F. RANGEL III AND ARGELIA RANGEL, TRUSTEES OF THE R&A RANGEL REVOCABLE TRUST, AS TO AN UNDIVIDED ½ INTEREST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 4959 PARK VIEW COURT IN SALIDA, (APN: 136-028-093), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 4959 Park View Court in Salida is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 4959 Park View Court, (APN: 136-028-093).

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 23rd day of September, 2014, by Councilmember Cogdill, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-377

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MODESTO AND STANISLAUS COUNTY FOR ENGINEERING DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION INSPECTION SERVICES TO BE PROVIDED BY THE CITY RELATED TO CONSTRUCTION OF PHASE 1 OF THE AIRPORT SEWER PROJECT, IN AN AMOUNT NOT-TO-EXCEED $22,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Airport Community 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 Community's septic systems are failing and pose a threat to public health and ground water, and

WHEREAS, the City owns and operates a sanitary sewer system adjacent to the Airport, and is equipped to provide sewer services to the Airport Community, and

WHEREAS, the County received a Cleanup and Abatement Account Grant from the California State Water Board to prepare the design of the sewer system improvements, and

WHEREAS, on December 13, 2011, by Resolution No. 2011-477, City Council approved a Memorandum of Agreement with the County for City engineering staff to provide sewer design services for the project, 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 once these sewer facilities are constructed, the residences will be allowed to connect to the City's sewer system, and

WHEREAS, the County bid Phase 1 of the Airport Sewer Project and has requested assistance from the City to provide services, including engineering design support during construction and construction inspection, and

WHEREAS, the City has qualified staff with the experience to perform these services, and the County has agreed to compensate the City, in an amount not-to-exceed $22,000, and

WHEREAS, the purpose of this Agreement is to facilitate cooperation between the City and the County for the above referenced services,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement between the City of Modesto and Stanislaus County for engineering design support during construction and construction inspection services to be provided by the City related to construction of Phase 1 of the Airport Sewer Project, in an amount not-to-exceed $22,000.

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 23rd day of September, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-378

Print

RESOLUTION APPROVING A ONE-TIME, NON-PRECEDENT SETTING DEBT FORGIVENESS TO THE RIVERDALE PARK TRACT COMMUNITY SERVICES DISTRICT IN THE AMOUNT OF $63,039.66

WHEREAS, the Riverdale Park Tract Community Water System is owned and operated by the Riverdale Park Tract Community Services District (District) and currently serves a low income community of approximately 175 developed properties located south of the Tuolumne River and west of Carpenter Road, and

WHEREAS, the existing system consists of one active groundwater well, one inactive groundwater well, and two miles of distribution pipe, and

WHEREAS, in 1992, the City of Modesto and the District entered into a Mutual Aid Agreement (Agreement), in which the City agreed to provide emergency water, in addition to other services, as a short-term solution to the District in the event that its water system became unable to serve its customers, and

WHEREAS, in January 1997, the Riverdale Park Tract, which is directly downstream of the City's Sutter Avenue Wastewater Treatment Plant, was inundated with flood waters from the Tuolumne River, and

WHEREAS, as a result of extensive flood damage, the District's well became inoperable, and per the Agreement, the City began to provide emergency water services to the District, and

WHEREAS, the City provided water services to the District from January 1997 through November 1998, and these services included providing drinking water and fire protection to the area, via an eight-inch service line in Hatch Road, and

WHEREAS, the District was billed appropriately at a commercial rate by the City's Customer Services Division, and currently owes the City $63,039.66 for past water usage from 1997 and 1998, including penalties, and

WHEREAS, the District and it has made several attempts to pay the bill, however, because of its limited funds, small rate base, and deficient rate structure, has been unable to pay the outstanding balance to the City, and

WHEREAS, historically, the District has requested that City water be supplied, per the Agreement, for short periods of time when there have been power and mechanical issues, flooding of the well, and issues with water quality, and

WHEREAS, the City has complied with these requests, and maintains a separate payment arrangement for this water use, and

WHEREAS, the District has been fairly consistent in making these payments in a timely manner and their account is currently paid in full, and

WHEREAS, on August 25, 2014, the Finance Committee unanimously recommended that it be forwarded to the City Council for approval, and

WHEREAS, due to the lengthy time that has passed from 1998 to the present, the District's difficulty to pay the outstanding balance, and that this uncollected debt has been recognized in prior fiscal years, staff recommends that the City Council approve a one-time, non-precedent setting debt forgiveness to the District,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a one-time, non-precedent setting debt forgiveness to the Riverdale Park Tract Community Services District in the amount of $63,039.66.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-379

RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES, OR HIS DESIGNEE, TO INITIATE THE REQUEST FOR QUALIFICATIONS (RFQ)/REQUEST FOR PROPOSALS (RFP) PROCESS TO IDENTIFY THE MOST QUALIFIED FIRM TO COMPLETE A SEWER RATE AND FEE STUDY

WHEREAS, the City currently treats year-round wastewater flow through its two treatment plants: preliminary and primary treatment at the Sutter Primary Treatment Plant located south of downtown Modesto, along the Tuolumne River, and secondary tertiary treatment at the Jennings Treatment Plant located along the San Joaquin River, and

WHEREAS, primary treated wastewater effluent from the Sutter Plant facilities is pumped about seven miles southwest to the Jennings Plant through the 60-inch Primary Effluent Pipe for further treatment, and

WHEREAS, during the summer canning season, seasonal cannery process water is segregated from the year-round wastewater flows through a separate 60-inch trunk Cannery Segregation ("Can Seg") outfall, and screened at the Sutter Plant, then pumped to the Jennings Ranch (Ranch), where it is blended with secondary-treated effluent prior to being used for ranch irrigation, and

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 Can Seg 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 objective of this RFQ/RFP is to obtain proposals from qualified consulting firms with demonstrated experience and the necessary resources to develop a comprehensive sewer rate and fee study, and

WHEREAS, based on the potential responses, staff may use the RFQ/RFP results to establish a shortlist of consulting firms to analyze future water rates, when necessary,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities, or his designee, to initiate the Request for Qualifications (RFQ)/Request for Proposals (RFP) process to identify the most qualified firm to complete a Sewer Rate and Fee Study.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-380

Print

RESOLUTION APPROVING THE WASTEWATER CAPACITY CHARGES AND WATER CONNECTION FEES ANNUAL INFLATIONARY ADJUSTMENT OF 4.9% FOR FISCAL YEAR 2014-15, AND AUTHORIZING THE FINANCE DIRECTOR, OR DESIGNEE, WITH CONCURRENCE OF THE CITY OFFICER(S) OR DESIGNEE(S) IN CHARGE OF UTILITIES, TO IMPLEMENT THOSE CHANGES

WHEREAS, on May 8, 2007, by Resolution No. 2007-287, and superseded on May 1, 2012, by Resolution 2012-164, the City Council authorized the City officer(s) or designee(s) in charge of utilities to administratively make an annual inflationary adjustment to the Wastewater Capacity Charges (WWCC), and

WHEREAS, on July 7, 2009, by Resolution No. 2009-299, the City Council authorized the Finance Director, or designee, with the concurrence of the Public Works Director, to administratively make an annual inflationary adjustment to the Water Connection Fees (WCF), and

WHEREAS, these adjustments are based on the annual change in the San Francisco Bay Area Engineering News Record (ENR) Construction Cost Index (CCI) through the month of April each year, effective July 1st of that same fiscal year, and

WHEREAS, on June 26, 2012, staff reported to Council that WWCC and WCF annual inflationary increases were last applied in July 2008, and the cumulative change in the San Francisco (ENR) (CCI) since that date was 13.2%, and

WHEREAS, the annual inflationary adjustment in the month of April 2012 was 2.2%, and given the unprecedented economic situation that year, staff recommended that the Council continue the freeze of the inflationary adjustment, resulting in no increase to those fees for Fiscal Year 2012/2013, and

WHEREAS, on June 11, 2013, staff took an informational report to Council and did not recommend an adjustment for FY 2013, as the annual inflationary adjustment reported in the month of April 2013 was 0.0%, and

WHEREAS, the annual inflationary adjustment for Wastewater Capacity Charges and Water Connection Fees for April 2014 is 4.9%, and

WHEREAS, based on the estimated level of development activity in the utility funds pro forma, the inflationary increases for FY 2014-2015 are expected to generate an additional $19,600 in the Wastewater Fund and $16,219 in the Water Fund, and

WHEREAS, on August 25, 2014, the Finance Committee unanimously recommended that it be forwarded to the City Council for approval, and

WHEREAS, staff is now recommending Council approval of the Wastewater Capacity Charges and Water Connection Fees annual inflationary adjustment of 4.9% for Fiscal Year 2014-15,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Wastewater Capacity Charges and Water Connection Fees annual inflationary adjustment of 4.9% for Fiscal Year 2014-15.

BE IT FURTHER RESOLVED that the Finance Director, or designee, with concurrence of the City officer(s) or designee(s) in charge of utilities, is hereby authorized to implement those changes.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-381

RESOLUTION CHANGING THE ADMINISTRATIVE TITLE OF PUBLIC WORKS DIRECTOR AS REFERENCED IN RESOLUTION NO. 2009-299 TO: THE CITY OFFICER(S) OR DESIGNEE(S) IN CHARGE OF UTILITIES

WHEREAS, on July 7, 2009, by Resolution No. 2009-299, the City Council authorized the Finance Director, or designee, with the concurrence of the Public Works Director, to administratively make an annual inflationary adjustment to the Water Connection Fees (WCF), and

WHEREAS, these adjustments are based on the annual change in the San Francisco Bay Area Engineering News Record (ENR) Construction Cost Index (CCI) through the month of April each year, effective July 1st of that same fiscal year, and

WHEREAS, the administrative titles of the Directors of the City's water and wastewater divisions have changed over the last several years, and

WHEREAS, staff recommends taking this opportunity to change the administrative title of the Public Works Director as referenced in Resolution 2009-299 to: The City officer(s) or designee(s) in charge of utilities,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby changes the administrative title of Public Works Director as referenced in Resolution No. 2009-299 to: The City officer(s) or designee(s) in charge of utilities.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-382

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STRENGTHEN AND REPLACE LA LOMA WATER MAINS PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA IN THE AMOUNT OF $1,947,007.50, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Strengthen and Replace La Loma Water Mains project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Strengthen and Replace La Loma Water Mains project were opened at 11:00 a.m. on August 26, 2014, and later tabulated by the Director of Utilities for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $1,947,007.50 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 and Replace La Loma Water Mains project, accepting the bid, and approving a contract with DSS Company dba Knife River Construction, of Stockton, California in the amount of $1,947,007.50.

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 23rd day of September, 2014, by Councilmember Kenoyer, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-383

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT ZONE, P-D(597). (STANDIFORD PROPERTIES, LLC)

WHEREAS, a verified application for an amendment to Section 7-3-9 of the Zoning Map was filed by L Street Architects Limited on behalf of Standiford Properties, LLC on April 23, 2014, to reclassify from Planned Development Zone, P-D(316), to Planned Development Zone, P-D(597) to allow for the development of a medical and professional office complex, property located at 1532 Standiford Avenue, described as follows:

P-D(316) to P-D(591)

All that certain real property situate in a portion of Section 7, Township 3 South, Range 9 East, Mount Diablo and Meridian and lying within the City of Modesto, County of Stanislaus, State of California, described as follows:

COMMENCING at the centerline intersection of Carver Road and Standiford Avenue as shown on that certain map entitled "Tully Manor No. 6" filed in Volume 23 of Maps, at page 55, Stanislaus County Records; thence South 89°08'00" East along said centerline of Standiford Avenue, a distance of 922.92 feet to the POINT OF BEGINNING of this description; thence continuing on said centerline 395.22 feet; thence leaving said centerline South 1°01'24" East, a distance of 270.15 feet, to the North line of said Tully Manor No. 6; thence North 89°08'00" West along said North line of Tully Manor No. 6; thence North 89°08'00" West along said North line of Tully Manor No. 6, a distance of 395.22 feet; thence leaving said North line of Tully Manor No. 6, North 1°01'24" West, 270.15 feet to the Point of Beginning.

CONTAINING 2.0 acres more or less

Also including the southern 50.00 feet of Standiford Avenue immediately adjacent to the above-described property.

APN: 054-010-036

WHEREAS, after a public hearing held on August 4, 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. 2014-13, that rezoning of the property as requested is required by public necessity, convenience, and general welfare for the following reasons:

1. The proposed zone change to P-D is consistent with the Modesto Urban Area General Plan. The General Plan designates this area as "MU" (Mixed Use), and the rezoning to allow for a medical and professional office development will be consistent with the General Plan land use and intensity.
2. The conditions of approval will ensure that the proposed project is compatible with the adjacent commercial, professional office and residential uses.
3. The proposed rezone will allow for an infill development project that utilizes the site of a former landscape nursery for new medical and professional office services.

WHEREAS, said matter was set for a public hearing of the City Council to be held on September 23, 2014, 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 Standiford Properties, LLC for a Planned Development Zone should be granted as consistent with public necessity, convenience and general welfare for the reasons set forth in Planning Commission Resolution No. 2014-13 and quoted above, and

WHEREAS, the Council has introduced Ordinance No. -C.S. on the 23th day of September, reclassifying the above-described property from Planned Development Zone, P-D(316) to Planned Development Zone, P-D(597),

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(597), is hereby approved subject to the following conditions:

PLANNING

1. Prior to the issuance of a building permit, all development shall conform to the development plan and building elevations titled "The Offices at Standiford Park" stamped approved by the City Council.

2. Prior to 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.

3. 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' PUE is required along the Standiford Avenue frontage in order to protect the existing electrical facilities and maintain necessary safety clearances.

4. Prior to issuance of a building permit, trash enclosures shall be designed using building materials, colors and finishes which are consistent or compatible with those used in the major buildings of the development, as approved by the Director of Community and Economic Development or designee.

5. Prior to occupancy of any structure, striping of parking stalls, aisles and driveways shall conform to the provisions of MMC Section 10-2.2004, Parking Lot Design.

6. Construction drawings shall demonstrate that all building drainage gutters, down spouts, vents, etc. located on exterior walls, are completely concealed from public view or designed to be architecturally compatible (decorative) with the exterior building design and color to the satisfaction of the Director of Community and Economic Development or designee.

7. Construction drawings shall demonstrate that new ladders for roof access are mounted on the inside of the building to the satisfaction of the Director of Community and Economic Development.

8. Prior to issuance of a building permit, the developer shall submit a lighting plan that includes the location and design of proposed lighting fixtures for review and approval by the Director of Community and Economic Development or designee.

9. Prior to Certificate of Occupancy of any structure, all ground mounted utility structures such as transformers and HVAC equipment shall be located out of view from a public street to the satisfaction of the Director of Community and Economic Development or designee. Equipment shall be placed underground or adequately screened though the use of landscaping or walls.

10. Prior to issuance of a building permit, a photometric lighting plan shall be submitted for review and approval by the Community and Economic Development Director. Fixtures should be of a type or adequately shielded so as to prevent glare from normal viewing angles. Said plans shall include specifications of the proposed lighting fixtures and demonstrate the adequate shielding of lighting fixtures to minimize glare or light spillage upon neighboring residents south of the project site. The height of the lighting fixtures in the area between the south property line and on the south side of building 5 & 6 should not exceed 15 feet above grade.

11. Wall signs located on the west, east and south elevations of buildings 5 & 6 shall be non-illuminated and less than eight feet in height.

12. All signs shall comply with the sign requirements of the P-O Zone.

13. Prior to the issuance of a building permit, the applicant shall submit a cross-section drawing, showing how all rooftop equipment is to be screened from view (including dimensions, materials, colors, etc.) to the satisfaction of the Director of Community and Economic Development. Roof-mounted equipment, including but not limited to air conditioners, fans, vents, antennas, and dishes should be set back from the roof edge and placed behind a parapet wall or in an enclosure, so they are not visible to motorists or pedestrians. Screening for equipment should be integrated into the building and roof design by the use of compatible materials, colors and forms. Wood lattice and fence-like coverings are not allowed for screening.

14. Prior to issuance of a building permit, the applicant shall record an access agreement for on-site traffic circulation to access the property to the east, APN: 054-010-057 as shown on the site plan, to the satisfaction of the Director of Community and Economic Development and in a form approved by the City Attorney.

PARKS, PLANNING & DEVELOPMENT

15. Applicant shall preserve existing, mature street trees where possible and shall take into account the location of these trees when final development plans are prepared.

16. Applicant shall preserve and protect existing, mature site trees located along the western property line and in the general vicinity of the southeast corner of

the site and shall take into account the location of these trees when final development plans are prepared.

17. Applicant shall provide screen landscaping in the planter on the south property line so that the residential properties to the south are screened from the commercial property north of them. In addition, applicant shall plant climbing vines on the existing 8' CMU block wall located on the southern property line.

18. Applicant shall submit Landscape & Irrigation plans that meet current state of California and City of Modesto regulations for water use in addition to standard requirements including parking lot shading.

LAND DEVELOPMENT ENGINEERING

19. 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.

20. Prior to issuance of a building permit, the developer shall dedicate public utility easements as required by the utility companies and the City Engineer or designee.

STORMWATER

21. 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.

22. Prior to the issuance of a Grading, Demolition, or Building Permit, Property Owner shall obtain coverage for project under the State Water Resources Control Board General Permit for Stormwater Discharges Associated with Construction Activity Order NO. 2009-0009-DWQ, NPDES NO. CAS000002.

23. 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.

24. Prior to the issuance of a Grading, Demolition, or Building Permit, Developer shall submit a plan for trash enclosures to be sufficiently elevated to prevent stormwater run-on from parking lot. Floor of enclosures shall be graded to drain into adjacent landscape areas.

25. 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.

26. 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.

27. 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.

BUILDING SAFETY

28. **Visitor Bike Parking**: Provide permanently anchored bicycle racks within 200 feet of the entrance, readily visible to passers-by, for 5 percent of visitor motorized vehicle parking capacity, with a minimum of one two-bike capacity rack.

29. Provide secure bicycle parking for **tenant-occupants**. Provide 5 percent of motorized vehicle parking capacity, with a minimum of one bicycle parking space. Acceptable parking facilities shall be convenient from the street and may include:

    1. Covered, lockable enclosures with permanently anchored racks for bicycles;
    2. Lockable bicycle rooms with permanently anchored racks; and
    3. Lockable, permanently anchored bicycle lockers.

30. Provide designated parking spaces for low-emitting, fuel-efficient or carpool/van pool vehicle.

FIRE PREVENTION

31. Hydrant spacing and distribution for this project is 300' on center. An onsite fire hydrant will be needed.

GENERAL CONDITIONS

32. Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development construction drawings.

33. All department Conditions of Approval for the project shall be included on the sheet following the title sheet, which shall be continuously maintained

on-site during project construction to the satisfaction of the Chief Building Official.

34. Prior to 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.

35. All construction documentation shall be coordinated for consistency, including but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Division.

36. The property owner and developer shall, at their sole expense, defend, with counsel selected by the City, 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 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 such claim, action, or proceeding and shall cooperate fully in the defense.

37. 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.

38. All landscaping, fences, and walls shall be maintained and the premises shall be kept free of weeds, trash, and other debris, and all exposed wall surfaces shall be kept free of graffiti.

39. 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.

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

40. 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 the use.

41. 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.

42. 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.

43. 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.

44. AQ-45: With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.

45. 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.

46. 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.)

47. 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.

48. 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.

49. AQ-50: Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

50. AQ-51: Limit traffic speeds on unpaved roads to 15 mph.

51. 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%).

52. AQ-53: Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

53. AQ-54: Install wind breaks at windward side(s) of construction areas.

54. AQ-55: Suspend excavation and grading activity when winds exceed 20 mph. Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent (20%) opacity limitation.

55. AQ-56: Limit the area subject to excavation, grading and other construction activity at any one time.

56. N-3: 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.

57. 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."

    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), pile-driving 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.

h. 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.

58. <u>MEIR Table V-8-1 (b-f)</u>

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

SECTION 2. DEVELOPMENT SCHEDULE. The following development schedule is hereby approved for said Planned Development Zone, P-D(597):

The entire construction program be accomplished in one phase, construction to begin on or before September 23, 2016, and completion to be not later than September 23, 2017.'

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(597), 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 September 23, 2014, 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 23rd day of September, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-384

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 OF SECTION 7-3-9 OF THE ZONING MAP TO REZONE FROM PLANNED DEVELOPMENT ZONE, P-D(316), TO PLANNED DEVELOPMENT ZONE, P-D(597), PROPERTY LOCATED AT 1532 STANDIFORD AVENUE (STANDIFORD PROPERTIES, 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, L Street Architects, Limited on behalf of Standiford Properties, LLC has proposed that the zoning designation for property at 1532 Standiford Avenue be amended to rezone from Planned Development Zone, P-D(316) to Planned Development Zone, P-D(597), in the City of Modesto ("Project") to allow for a 20,288 square foot medical and professional office complex, 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 2014-16 ("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 September 3rd, 2014, 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 September 23, 2014, 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 to Planned Development Zone, P-D(597), 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 23rd day of September, 2014, 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 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 No. 2014-16

For the proposed:

Rezone Portion P-D(316) to New P-D
The Offices at Standiford Place
Standiford Properties, LLC

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

June 3, 2014

Updated: June 3, 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 HealthSouth Modesto 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 Offices at Standiford Place

B. Address or Location: South side of Standiford Ave East of Carver Road, 1532 Standiford Ave

C. Applicant: Standiford Properties, LLC

D. City Contact Person: Rita Doscher

Project Manager: Rita Doscher
Department: Community & Economic Development Department – Planning Division
Phone Number: (209) 577-5279
E-mail address: rdoscher@modestogov.com

E. Current General Plan Designation(s): "MU", Mixed-Use

F. Current Zoning Classification(s): Planned Development Zone, P-D(316) C-1, Retail Nursery

G. Surrounding Land Uses:
North: R-2, Medium-Density Residential Uses
South: R-1, Single-Family Residential Uses
East: P -O, Medical Office Development

West: P-D(316), C-1 Retail Uses

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 currently zoned Planned Development Zone, P-D(316). The Offices at Standiford Place will consist of the rezoning of a 1.99 acre portion of the existing P-D(316), which allows for a retail nursery and C-1, Neighborhood Commercial Uses to a new P-D, which would allow for P-O uses including professional office and medical office uses; and a development plan to build four smaller single level buildings which will front on Standiford Avenue, and two larger single level buildings towards the rear of the parcel. Parking has been provided at the medical use ratio, which should leave ample parking if the office complex is parked at both medical and professional office. Reciprocal access to the adjacent parcel to the west will not be required; however access to the adjacent parcel to the east of the project site will be required.

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.

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.

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.

_____	Associate Planner	June 3, 2014
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.	☒	☐

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).

Discussion:

The proposed construction of a professional office complex is compatible with the existing surrounding residential, commercial and professional office uses located in this neighborhood. The project is consistent with the surrounding uses and will not result in a change to the existing road capacities or levels of services.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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:

(1) Engineering and Transportation Staff reviewed the proposed project and have no comments pertaining to the project:

A. The proposed project will not generate traffic impacts to the adjacent roadways in excess of what was assumed under the MEIR. No traffic study is required.
B. A site access study is not required for this project.

(2) The project will not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment). The City Engineering and Traffic Department has evaluated the project and has determined that the existing design layout of the project is in accordance to City standards.

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

(4) The 101 parking spaces provided located throughout the project site for the 6 proposed buildings provided for the amendment to the P-D approval meets the parking required for medical office uses, and exceeds medical and professional office parking requirements.

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).

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).

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).

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.

MEIR AQ-17
The City of Modesto should implement measures to reduce the temporary, yet potentially significant, local air quality impacts from construction activities. Potential measures to be implemented may include those measures listed in Table V-2-6 in the Master Environmental Impact Report. (General Plan Policy VII-H.2[m])

MEIR AQ-19
The City of Modesto shall require residential development projects and projects categorized as sensitive receptors (Hospitals, schools, convalescent homes, etc.) to be located an adequate distance from existing and potential sources of toxic and/or odorous emissions such as freeways, major arterials, industrial sites, refuse transfer or disposal sites and hazardous material locations (General Plan Policy VII-H.2[n])

MEIR AQ-20
To be consistent with the SJVAPCD's Air Quality Guidelines for General Plans, the City of Modesto should determine air quality impacts using analysis methods and significance thresholds recommended by the SJVAPCD. (General Plan Policy VII-H.2 [n])

MEIR AQ-26

Review of new development shall be coordinated with SJVAPCD's staff to ensure all projects subject to the SJVAPCD Rule 9510 (Indirect Source Review) comply fully with the rule. This rule fulfills the SJVAPCD's emission reduction commitments in the PM_{10} and Ozone Attainment Plans through design features and onsite approval for a development project, or any portion thereof, which upon full build out will include any of the following:

- 50 residential units
- 2,000 square feet of commercial space
- 25,000 square feet of light industrial space
- 100,000 square feet of heavy industrial space
- 20,000 square feet of medical office space
- 39,000 square feet of general office space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of recreational space
- 9,000 square feet of space not identified above. (General Plan Policy VII-H.2[u])

MEIR 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 the use.

MEIR AQ-41

The City of Modesto should reduce PM_{10} emissions from City of Modesto maintained roads to the maximum extend feasible.

The following controls are required to be implemented at all construction sites:

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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 PM_{10} impacts (note, these measures are to be implemented in addition to Regulation VIII requirements):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

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 (SJVAPCD) 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:

A project such as this was anticipated in the General Plan Master EIR. The project site is within the City's boundary at the time the Master EIR was updated in 2008. Although the site is designated for Mixed Use and Residential development in the General Plan, entitlements for a medical/professional office complex located on the same parcel and similar in scale to the proposed project was approved in 2004. In accordance with MEIR Mitigation Measure MEIR AQ-26, the project was routed to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for comments. Since the project exceeds more than 20,000 square feet in floor area, the project is subject to SJVAPCD Rule 9510 (Indirect Source Review). This rule fulfills the SJVAPCD's emission reduction commitments in the PM_{10} and Ozone Attainment Plans through design features or by payment of applicable off-site mitigation fees.

(1) The proposed project includes the development of a medical and professional office complex on approximately 1.99 acres of land. Air pollution emissions associated with the proposed project would result from construction activities, increased traffic volumes and operating activities. The net increase in emissions generated by these activities and other secondary sources have been estimated and compared to thresholds of significance recommended by the San Joaquin Valley Air Pollution Control District.

The project emissions were modeled using CalEEMod software. The software requires detailed timelines for construction events. The developer estimated that the project would be built out in one phase with the construction of six new buildings. Buildings 1-4 will be 2,576 square feet each and buildings 5-6 will be 4,992 square feet each for a total of 20,288 square feet.

Parking for the project is parked at 1 parking space for every 200 square feet of office space for a total of 101 parking spaces. These development assumptions were used to model the air quality impacts for the project.

Short-Term Construction-Generated Emissions

Emissions produced during site preparation and construction is short-term because it occurs only during the construction phase. Dust generation is normally the primary concern during demolition and initial site preparation. Because such emissions are not amenable to collection and discharge through a controlled source, they are called fugitive emissions. Fugitive dust emissions typically include emissions from on-site grading and excavation activities and from off-site truck and passenger car travel on unpaved roadways. Fugitive dust emission rates are affected by a variety of factors, including amount and type of exposed soil, amount of soil moisture, wind speed, number of vehicles and pieces of equipment in operation at one time, depth of disturbance or excavation, and the number of vehicle miles traveled. Fugitive dust emissions are measured as PM_{10}. In addition, emissions of reactive organic gases (ROG) and nitrogen oxides (NOx) are generated primarily by the operation of gasoline- and diesel-powered motor vehicles. Construction-generated emissions vary from day to day, depending on the specific activities being conducted, the type of equipment, duration or equipment use, and the number of transport trips for construction workers and material. Actual pollutant concentrations depend on various factors, including the location and type of activities performed, meteorological conditions, distances to nearby receptors, and the effectiveness of the mitigation measures employed.

As shown in **Table 2-1** below, the short-term construction-generated emissions have been modeled based on the construction (demolition, grading, paving, construction, and architectural coatings) of the new medical and professional office complex and associated parking and site improvements for one phase. The SJVAPCD thresholds of 10 tons per year of ROG and NOx would not be violated during project construction. PM_{10} emissions would be below the District's threshold of 15 tons/year and would not pose a significant effect on sensitive receptors or contribute to air quality violations.

Table 2-1
Summary of Modeled Short-Term Construction-Generated Emissions

Year	Emissions (tons/year)[1]		
	ROG	**NOx**	**PM_{10}**
2013	0.71	4.81	0.55
2014	1.82	1.16	0.10
Total Unmitigated	**2.35**	**4.60**	**0.56**
Max. Threshold Allowed	***10.0***	***10.0***	***15.0***

[1] *Emissions (from demolition, site grading, and building) modeled using CalEEMod 2011.1.1 computer model and represent worst-case yearly conditions.*

Compliance with SJVAPCD Rule 9510 and Regulation VIII, as required by law would result in a reduction in NOx emissions and visible emissions from heavy-duty diesel equipment, and would reduce fugitive dust emissions. Rule 9510, the Indirect Source Review, would require the project applicant to submit an Air Impact Assessment to provide information that enables the District to quantify construction, area, and operational PM_{10} and NOx emissions.

The project is required to comply with SJVAPCD Rule VIII (Fugitive Dust Rules) per MEIR Mitigation Measures MEIR AQ-42 – MEIR AQ-56, which identifies control measures for PM_{10} emissions during the construction phase, as listed above under Existing Mitigation Measures Applicable to this Project. The controls are required to be implemented at all construction phases and have been incorporated into the project conditions. The construction ROG, NOx, and PM_{10} emissions would not exceed SJVAPCD thresholds and are not considered a significant impact.

Long-Term Increases in Emissions

An insignificant amount of stationary (area) source emissions are anticipated from operation of the rehabilitation facility. Therefore, long-term increases in regional emission of criteria pollutants would be associated primarily with motor vehicle trips following completion of the rehabilitation facility. Criteria pollutants are those pollutants, or their precursors, for which the U.S. Environmental Protection Agency (EPA) has established national ambient air quality standards, which are at least as stringent as the National Ambient Air Quality Standards (NAAQS). Although the proposed project includes various elements designed to reduce mobile source emissions (e.g. located proximal to transit routes and adjacent to a future Class II bike lane on Standiford Avenue, and incorporation of bus turn-outs), implementation of the proposed project would result in the generation of mobile source emissions, including ROG and NOx, which are both precursors to ozone.

The operational emissions of the project were modeled using CalEEMod Version 2011.1.1. Regional area and mobile source emissions were based on proposed land use types and sizes. **Table 2-2** below, illustrates the mobile emissions for ROG, NOx and PM_{10}. The CalEEMod software estimates reduced ("mitigated") emissions for factors such as reduction in the number and distance of trips due to approximately 1,200 residential units located within the Specific Plan Area, pass-by trips and diverted trips, available transit services, bike and pedestrian facilities, etc. These factors have been incorporated into the figures below to estimate a "total mitigated" ROG, NOx, and PM_{10} calculation.

Mitigation Measure AQ-26 requires the developer to submit for Indirect Source Review prior to issuance of any permit. The Indirect Source Review process will mitigate project impacts on air quality through project design elements or payment of offsite mitigation fees. The project will be required to complete the Indirect Source Review process as a condition of project approval.

CEQA and the State CEQA Guidelines require the disclosure of the significant cumulative environmental effects, whether the project will make a cumulatively considerable contribution to any such effects, and, if so, mitigation measures intended to reduce the project's contribution. The San Joaquin Valley Air Basin has been identified as an air quality non-attainment area. Any contribution to air pollution in a non-attainment area is considered a significant cumulative impact. The MIER acknowledged that traffic from development in the City of Modesto would contribute toward a cumulative increase in roadside air pollutant levels. Within the City itself, the traffic analysis and corresponding traffic air pollutant analysis takes into account cumulative traffic volumes. The traffic study data includes cumulative traffic volumes which were utilized as an input to the air quality modeling analysis.

Due to the size of Modesto, build out of its Urban Area General Plan will make a considerable contribution to this cumulative effect. This impact was previously identified as a significant and unavoidable impact in the MIER. Therefore, the long term air quality impacts resulting

from the project are not a new significant impact. Appropriate mitigation measures from the MIER (including the requirement to complete the Indirect Source Review and SJVAPCD Rule VIII (Fugitive Dust Rules)) have been applied to help reduce impacts. The SJVAPCD thresholds of 10 tons per year of ROG and NOx would not be violated during project construction. PM_{10} mobile emissions would be below the District's threshold of 15 tons/year and would not pose a significant effect on sensitive receptors or contribute to air quality violations. The project will not exceed the District's thresholds as seen in **Table 2-2.**

Table 2-2
Summary of Modeled Net Increase in Mobile Emissions

Source	Emissions (tons/year)[1]		
	ROG	**NOx**	**PM_{10}**
Mobile Source	1.15	3.91	1.23
Total mitigated	**N/A**	**N/A**	**N/A**
SJVAPCD Significance Threshold	*10*	*10*	*15*

[1] *Emissions modeled using CalEEMod Version 2011.1.1 computer model and represent worst-case yearly conditions.*

(2) The project was referred to the San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) for comments. Best management practices established by the SJVAPCD for ROG, NO_x, and PM_{10}, have been incorporated as conditions of approval. The project is required to comply with SJVAPCD Rule VIII (Fugitive Dust Rules) per MEIR Mitigation Measures MEIR AQ-42 – MEIR AQ-56, which identifies control measures for PM_{10} 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 PM_{10} 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 is surrounded on four sides with land that is developed with residential, professional office uses, commercial uses. The closest sensitive receptors are dwelling units to the south of the project site, off of Lenox Drive. The land uses proposed are not in themselves significant contributors to air pollution levels. The primary source of air pollution associated with the development would be traffic related. Since the traffic impacts do not result in a significant impact, there are no traffic-related air quality impacts. The PM_{10} emissions created through construction activities will be mitigated as called for by the MEIR with the mitigation measure 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 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-7, N-8, N-9 and N-10 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:

(1,2,3) The project is consistent with the noise policies of the General Plan. General Plan MEIR Mitigation Measure N-7 requires non-residential development to demonstrate that the project will incorporate measures to reduce noise impacts to a less than significant level. The proposed medical and professional office complex is not anticipated to generate noise levels that exceed the noise thresholds described above. Business activities will be conducted indoors with traffic coming and going from the site.

(4) The project will not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. There will be some construction related noise, but the noise mitigation measure N-3 called for by the General Plan for projects within the baseline developed area, has been incorporated.

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.

Discussion:

The site is not zoned for agriculture or designated on the General Plan for future agricultural use. The proposed project will not affect areas zoned for agriculture or designated on the General Plan for future agricultural use. The project is an infill development and the surrounding properties are located within a fully developed urbanized area.

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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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. It is an infill project, proposed within the urbanized area of the City. There are no agricultural parcels affected by the proposal and no agricultural and will be converted.

(2) The project is within the Baseline-Developed area of the City and therefore will not result in the development of land outside the March 2003 planning area boundaries.

(3) The project site is not zoned for agriculture nor is it under 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 project is completely surrounded by urbanized land.

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:

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:

	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 determined the proposed development will not exceed estimates or water supplies needed to serve other

entitlements and resources. A 10-inch water main fronts the property on Standiford Avenue that is available for connection and adequately sized. The property is already served with water, and it is recommended to utilize existing connections for the proposed buildings.

(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:

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:

	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, including Policy V.D.2a, which requires the City to maintain the standards for effluent and biosolids from its wastewater treatment plants as established by the Central Valley Regional Water Quality Control Board, in compliance with the Federal Clean Water Act and the State Porter-Cologne Act. Wastewater for the project will be treated at the City's primary and secondary wastewater treatment plants and discharged into the San Joaquin River. The existing wastewater plants have adequate capacity to serve the project.

(2-3) There is an existing 12-inch sewer main in Mable Avenue, and an existing 16-inch trunk sewer main in Coffee Road available for connection. The submitted plan indicated a proposed sewer lateral connection to the e Coffee trunk approx. 40 feet downstream of the existing lift station. This proposed location is considered too close to the lift station outfall and could adversely impact lateral sewer flow from this project. It is suggested that the project utilize the existing sewer manhole approximately 420 feet downstream of the lift station on Coffee Road or a connection to the existing 12-inch main in Mable Avenue. The site development layout street widening would need to account for the sewer lift station location.

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 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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 is not located in a biologically sensitive area and is consistent with the General Plan policies related to the loss of sensitive wildlife and plant habitat.

(2) The project site is not a biologically sensitive site as defined by Figures V-7-1a through V 7-1e 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.

(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. The movement of fish or birds or other wildlife would not be significantly effected by the project.

(5) There is no conflict with any local policies or ordinances protecting biological resources.

(6) There is no 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: AH-8, 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
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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.

(2-4) The project involves the removal of an existing building constructed in 1947 and is currently being used as a used furniture store. The removal of the building was analyzed for historic significance, and was found to not have met the criteria for inclusion on the California Register of Historic Resources.[1] The building is therefore not considered to be a historical resource and is not listed as a cultural or historic resource in the City's General Plan.

(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:

The appropriate mitigation to be applied to this project includes: SD-7, 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	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
site and increase infiltration, resulting in no net increase in runoff before and after development.				

Discussion:

(1) The project is consistent with the storm drain policies in the Urban Area General Plan.

(2) 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."

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-14, 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 project is consistent with the flooding and water quality policies in the General Plan.

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

(3) The project is not located within a 100-year flood plain and is limited to commercial uses.

(4) The project is not located within a 100-year flood plain.

(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 project will not contribute additional water runoff that would exceed the capacity of the storm drainage system or provide substantial additional sources of polluted runoff.

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 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:

	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 site designated for Residential and Mixed-use development.

(3) The project will include a new medical and professional office complex which will not cause an increase in the use of existing neighborhood park, Regional Park or other recreational 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 polcies 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 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:

	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 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:

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:

	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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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:

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:

	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:

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:

	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 Modesto Urban Area General Plan "MU" (Mixed-Use) designations in both land use and intensity.

(2) This project was referred to the County and Solid Waste Division of the Engineering and Transportation Division for review, and no indication was given that there would be a problem serving this project.

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:

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:

	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 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:

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:

	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:

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:

	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:

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:

	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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
properties to a greater degree than assumed in the Urban Area General Plan.				

Discussion:

(1) The project is consistent with the General Plan in both land use and intensity.

(2) There are no Scenic Vistas from the location of the proposed development. It is completely surrounded by urbanization. Views to the Diablo and Sierra Mountain Ranges are already precluded from this site and its surroundings.

(3) The project would not substantially degrade the existing visual character or quality of the project site and its surroundings. The project would not create a substantial source of light or glare that would adversely affect daytime or nighttime views in the area.

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 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:

	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 consistent with the Modesto Urban Area General Plan "MU" (Mixed-Use) designations in both land use and intensity.

(2) No amendment to the General Plan is required by this project.

(3) The project is an infill project that will not result in division of a community.

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:

	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 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.

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.

The General Plan designation for the site is Mixed Use. The proposed development is consistent with these designations in terms of land-use and intensity

(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:

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

1. 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."

   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), pile-driving 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.

H. 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.

I.

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:

MEIR 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:

MEIR 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:

N/A

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. 2014-385

Print

RESOLUTION APPROVING THE SUBMISSION OF THE CITY OF MODESTO CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2013 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City of Modesto, as an entitlement grantee of U.S. Department of Housing and Urban Development HUD funds, is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD no later than 90 days after the completion of the fiscal year, and

WHEREAS, this report details the activities undertaken during the year by the grantee supporting the goals identified in the Five-Year Consolidated Plan and the Program Year 2013 Annual Action Plan for the use of CDBG, HOME and ESG funds, and

WHEREAS, as required by the City's Citizen Participation Plan, a public notice informing the public of the availability of the report and the start of the public comment period was published in the Modesto Bee on August 23, 2014, and

WHEREAS, the public comment period closed on September 23, 2014 with a public hearing at the City Council meeting, and

WHEREAS, on September 17, 2014, the Citizens' Housing and Community Development Committee reviewed the Draft CAPER at a public meeting and recommended forwarding to City Council for approval, and

WHEREAS, all public comments, and staff responses to these comments, were presented 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 the submission of the City of Modesto Consolidated Annual Performance Evaluation Report for Program Year 2013, a copy of said report is 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 all documents related to the submission of the CAPER.

BE IT FURTHER RESOLVED that staff is hereby authorized to submit the report 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 23rd day of September, 2014, 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, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: Stephanie Lopez
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: Adam Lindgren
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-386

Print

RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS WITH THE CITY'S LABOR ORGANIZATIONS; MCMA, MCEA, MPMA, MPOA AND MPNSA, TO IMPLEMENT A THREE-TIER RATE AND CONTRIBUTION STRUCTURE FOR HEALTH INSURANCE

WHEREAS, the City of Modesto offers its employees, their dependents and eligible retirees group health insurance coverage, and

WHEREAS, the City currently offers coverage based on employee only and employee plus family, and

WHEREAS, the City and the Employee Organizations; MCMA, MCEA, MPMA, MPOA AND MPNSA, have been meeting in good faith regarding the City's proposal to create a three-tier rate structure and modify the City's contribution levels for medical premiums, and

WHEREAS, the City has tentative agreements with all of its Employee Associations who have either obtained or are in the process of obtaining ratification votes from their members for a three-tier rate structure, and

WHEREAS, upon agreement by the Employee Organizations, the City needs to enter into agreements with the Employee Organizations by September 23, 2014 in order to implement and obtain health premium rates prior to the commencement of open enrollment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager to enter into agreements with the City's Labor Organizations to implement a three-tier rate structure for health insurance; providing a

City monthly contribution of $621 for singles (employee), $858 for employee plus one, and $1,214 for family.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23th day of September, 2014 by Councilmember Gunderson, 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, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Kenoyer, Lopez, Madrigal
ABSENT:	Councilmembers:	None

ATTEST:
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-387

RESOLUTION TO IMPLEMENT A THREE-TIER RATE AND CONTRIBUTION STRUCTURE FOR HEALTH INSURANCE FOR UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES, INCLUDING CHARTER OFFICERS AND EXECUTIVES AND RESCINDING RESOLUTION NO. 2014-313

WHEREAS, the City of Modesto offers its employees, their dependents and eligible retirees group health insurance coverage, and

WHEREAS, the City currently offers coverage based on employee only and employee plus family, and

WHEREAS, the City desires to implement a three-tier rate structure for health insurance and modify the City's contribution levels for medical premiums, providing a City monthly contribution of $621 for singles (employee), $858 for employee plus one, and $1,214 for family;

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

SECTION 1. 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:

	City Contribution (monthly) Sworn and Non-Sworn
	1/1/2015
Employee + Family	$1214
Employee +1 Dependent	$858
Employee Only	$621
Opt Out	$450

RESCINDED
DEC 2 2014
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2014-519

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. Already 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 2. 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	January 1, 2008	$94.00 (Per Reso. No. 2005-602)
Sworn Fire Management	July 1, 2007	$85.00

SECTION 3. 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 4. 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 5. 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 6. 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 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 7. MANAGEMENT LEAVE ANNUAL CASHOUT. The maximum

number of hours available for cash out each December shall be 40 hours annually for Management employees.

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 8. FIRE CHIEF OFFICER SHIFT STIPEND. Effective December 27, 2005, 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 dollars ($1,000) 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 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. 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.

Initial Probation: It is understood that the probationary period will normally last for one year from the date of appointment, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1680 hours. In the event that an employee works less than 1680 hours in the first twelve months of employment, then the employee's probation shall be extended until he/she has worked 1680 hours.

Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for one year from the date of promotion, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1560 hours. In the event that an employee works less than 1560 hours during the twelve months following his/her promotion, then the employee's probation shall be extended until he/she has worked 1560 hours.

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 11. DEFERRED COMPENSATION SERVICE DATES. 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 12. DOMESTIC PARTNERS. Benefits applicable to spouses shall be extended to registered domestic partners, as required by law.

SECTION 13. 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 14. 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 15. HAZARDOUS MATERIALS CERTIFICATION PAY. Effective July 1, 2003, one (1) Fire Department Battalion Chief or Division Chief shall be authorized five (5%) percent 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 16. MASTERS DEGREE INCENTIVE PAY. Effective June 29, 2004, employees who possess a Masters 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 17. 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 18. 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 19. 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 20. 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 21. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION PAY. Effective July 1, 1990, sworn Fire Management employees in the classifications of Fire Battalion Chief and Fire Division Chief who are certified as Medical First Responders, shall receive a monthly allowance equivalent to two and one-half percent (2.5%) of the base salary for their classification. Employees 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. The EMT-I allowance shall be in lieu of the Medical First Responder allowance.

SECTION 22. MUTUAL AID ASSIGNMENT. Per Resolution 2001-485, effective September 25, 2001, 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 $1000 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 $1200 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 23. 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 24. 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. 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 25. 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 26. RETIREE HEALTH INSURANCE. 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.

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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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 on or after 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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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.

For non-sworn 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)

account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

Sworn employees hired **on or before December 31, 2010** and who retire from the City 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 accrued up to August 25, 2014, up to twenty-two hundred (2,200) hours, 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 sworn 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) account effective August 26, 2014. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

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. 2014-313 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014, by Councilmember Gunderson, 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, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Kenoyer, Lopez, Madrigal
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-388

RESOLUTION AUTHORIZING THE CITY TO OFFER AN ALTERNATIVE MEDICAL CONTRIBUTION PROGRAM TO CURRENT RETIREES FOR THEIR REMAINING SICK LEAVE CONVERSION; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN IMPLEMENTATION DOCUMENTS

WHEREAS, upon retirement, a current retiree was provided the option to convert ninety (90) percent of their unused sick leave hours to pay for City of Modesto's retiree group health insurance coverage, and

WHEREAS, for every eight (8) hours of sick leave converted, the City will contribute the amount that is contributed to an active employee to the retiree's group health plan, and

WHEREAS, it's the City's desire to change the active employees contribution structure to health insurance which will intrinsically change the existing retirees contribution structure, and

WHEREAS, it's the City's desire to change the methodology for determining the premiums for active employees and pre-65 retirees by unblending the groups which will decrease active employee group health rates and increase pre-65 group health rates, and

WHEREAS, the City realizes these changes will affect current retirees and wishes to offer an alternative medical contribution program to help mitigate these effects, and

WHEREAS, implementation of the Affordable Care Act (ACA) has afforded the City an opportunity to offer an alternative to current retirees since no retiree can be denied coverage in the open marketplace and having available an abundance of options; and

WHEREAS, the alternative medical contribution program will be a voluntary program that a retiree can elect this year between October 17, 2014 through December 5, 2014 which will require a retiree to purchase medical coverage through the private market, a plan in the State exchange, a plan through an employer sponsored plan, a government sponsored program or other alternative coverage approved by the Department of Health and Human Services (HHS) available to the retiree. The retiree would no longer have access to purchase medical coverage through the City's group medical benefit plans, and

WHEREAS, under the alternative medical contribution program, the retiree would receive a semi-annual contribution into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) based on the retiree's remaining months of sick leave conversion and based on the following monthly contribution amounts:

Non-Medicare Eligible		Medicare Eligible	
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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City to offer an alternative medical contribution program to current retirees for their remaining sick leave conversion as outlined in the Retiree Medical Contribution Agreement (**Exhibit** A).

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to sign implementation documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of September, 2014 by Councilmember Gunderson, 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, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Kenoyer, Lopez, Madrigal
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

CITY OF MODESTO

RETIREE MEDICAL CONTRIBUTION AGREEMENT AND RELEASE OF ALL CLAIMS

1. **Parties.** This Retiree Medical Contribution Agreement and Release of All Claims (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned "Retiree," his/her heirs, representatives, attorneys, successors and assigns, and anyone claiming through Retiree and the City of Modesto, a municipal corporation, and its City Council members, officers, agents, employees, administrators, representatives, executors, successors, assigns, and/or other individuals or entities related thereto (hereinafter referred to collectively as "the City").

2. **Purpose of Agreement.** The parties agree that the purpose of this Agreement is for the City to provide the Retiree with a contribution option to purchase medical coverage (hereinafter referred to as the "contribution program") and the Retiree will no longer have access to purchase medical coverage through the City's medical benefit plans, nor will the Retiree be entitled to any contribution amounts other than the amounts described in Section 4 of this Agreement. The City agrees to provide a semi-annual contribution to a City sponsored Retiree Health Reimbursement Arrangement (HRA) to the retiree based upon the number of months the Retiree has left from the sick leave conversion program as described below. The Retiree agrees to then seek minimum essential medical coverage through an employer-sponsored plan, a government-sponsored program, a plan in the private market, a plan in the State exchange, or other alternative coverage approved by the Department of Health and Human Services (HHS) available to the Retiree.

3. **Effective Date**. This Agreement shall become effective and irrevocable by either party upon the expiration of seven (7) calendar days after this document is signed by both parties, in accordance with the revocation period set forth in paragraph 8(e) below ("Effective Date"). This Agreement must be executed by December 5, 2014.

4. **Terms of the Agreement.**

   A. In consideration for voluntarily agreeing to no longer have access to purchase medical coverage through the City's medical plans and for the releases contained herein, Retiree shall receive a semi-annual contribution into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) based on the Retiree's remaining months of sick leave conversion based on the following monthly contribution amounts:

Non-Medicare Eligible		Medicare Eligible	
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

i. Retiree would be eligible for Retiree Only contribution regardless of where the retiree acquired minimum essential medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, through spouse employer).

ii. Eligible dependent of a retiree is defined as a spouse or registered domestic partner and a retiree's natural-born children, adopted children, or stepchildren up to age 26. You will need to provide proof of eligibility of dependents upon City's request.

iii. Retiree shall not be eligible to receive a contribution for dependent, spouse or registered domestic partner under the Retiree + 1 or Retiree + Family if:

   a) The retiree's dependent, spouse or registered domestic partner has medical insurance through their current employer, or

   b) Dependent is covered under Retiree's current employer, or

   c) Retiree does not purchase individual insurance for dependent, spouse or registered domestic partner, or

   d) The Retiree's spouse or registered domestic partner is currently receiving a Retiree only contribution from the City of Modesto through this contribution program.

iv. The contributions described in this section are the only retiree health contributions that the Retiree shall receive.

B. To receive the semi-annual contribution, the Retiree must provide the City with proof and cost of coverage by December 5, 2014 for initial enrollment in the contribution program and by December 15th of all subsequent years to receive a semi-annual 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. This will not

result, however, in a reduction to the number of months the Retiree is eligible for receiving contributions in the future.

C. Upon commencement of this agreement, Retiree would have a one-time election to continue the City's dental and vision insurance plan at retiree's cost.

D. Upon commencement of this agreement, the City shall transfer contributions based on eligibility above into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) for the individual. Contributions will be made as follows:

   i. Initial contribution for January 31, 2015 only: Retiree will receive an initial contribution of seven (7) months of conversion into the HRA no later than January 31, 2015.

   ii. Ongoing contribution: Retiree will receive on a going forward basis a semi-annual years' worth (six (6) months of conversion) into HRA by July 31st for months July through December, and by January 31st for months January through June. This contribution will continue every calendar year the retiree remains eligible to participate, unless the Retiree desires to defer the payment as explained in paragraph (f) below. As of December 31, 2014, the retiree has _____months of remaining conversion.

E. Retirees are required to provide notice by December 15 in the year prior to becoming Medicare eligible.

F. The Retiree has the option to defer contributions annually to any subsequent year. The Retiree must still provide proof of coverage by December 15 of each year to remain eligible to participate in the contribution program.

G. If Retiree has a status change during any calendar year that would change the monthly contribution, such as a marriage, 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 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.

H. In the event of the death of Retiree participating in the contribution program, surviving qualified dependents/spouse/registered domestic partner 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 one dependent or one spouse/registered domestic partner or $1000 for spouse/registered domestic partner and one or more dependents and continue until the exhaustion of the deceased retiree's sick leave bank, upon the death of the surviving dependents/spouse/registered domestic partner, upon the dependents or spouse/registered domestic partner coverage for other insurance through an employer, or upon voluntarily election to not continue with the contribution program.

I. If Retiree engages in any fraudulent act connected in any way to the Retiree's participation in this program, the City may take any steps it deems appropriate to respond to the fraudulent act, through and including removing the Retiree from this program and ceasing any contributions on behalf of the Retiree for the remaining months of sick leave conversion.

J. Retiree agrees that Retiree is forever waiving any and all rights to any retiree health benefit other than the benefit described herein and is voluntarily agreeing to participate in the contribution program. Retiree agrees they will no longer have access to the City's medical plans unless (1) the State/Federal Exchange ceases to exist, or (2) the State/Federal Exchange determines eligibility based on pre-existing conditions. Should either of these circumstances occur, retirees returning to the City's plan shall be limited to a City contribution based on the amounts listed in section 4(a) above.

5. **Tax consequences.** The City intends for the contributions made hereunder to be excluded from the Retiree's income for purposes of federal, state, and local taxation and for the reimbursements for medical insurance to be similarly excluded except with respect to reimbursements made for medical insurance for, or other expenses incurred by, a domestic partner of the Retiree to the extent required by federal, state, or local law. Notwithstanding the foregoing, the City does not guarantee that any particular federal or state income, payroll, or other tax consequence will occur as a result of participation in this Agreement. The Retiree should consult with professional tax

advisors to determine the tax consequences of his or her participation. To the extent applicable, the City shall make any required deductions, withholdings, and tax reports with respect to contributions and reimbursements under this Agreement to the extent that it reasonably and in good faith believes that it is required to do so. Nothing in this Agreement shall be construed to require the City to make any payments to compensate the Retiree for any adverse tax effect associated with any contributions or reimbursements under the Agreement or any deduction or withholding from any reimbursement or benefit.

6. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission of any liability by either Retiree or the City of any unlawful or wrongful acts by either party, individually or collectively. The parties disclaim liability as to or for any and all wrongful acts against each other.

7. **Waiver and Release.** In exchange for the valuable consideration and compromises set forth in this Agreement, Retiree, on behalf of himself/herself and his/her representatives, family members, heirs, administrators, executives, successors, assigns and anyone claiming through Retiree, hereby releases and forever discharges the City, its City Council members, officers, directors, agents, and employees (whether former or current), volunteers, successors, assigns, insurers, attorneys, consultants, affiliates, and/or related organizations or entities (all hereafter referred to singularly and collectively as "the parties hereby released"), from any and all actions, claims, judgments, obligations, damages, liabilities, and rights of whatsoever kind and character which Retiree may now have or has ever had arising in any way from Retiree participation in the City's Health Plans.

Retiree's Initials: _____

8. **Older Workers Benefit Protection Act.** This law applies to employees, however, the City agrees to abide by the terms of this law for retirees seeking elect participation in this contribution program. For an Employee 40 years or older and in accordance with the Older Workers Benefit Protection Act, covered Retiree acknowledges having been advised by this writing of the following:

a. Retiree acknowledges having been advised to consult an attorney of his/her choosing before executing this Agreement. Retiree also acknowledges having been advised to consult a CPA or financial advisory of his/her choosing before executing this Agreement.

b. Retiree acknowledges that the compensation provided in this Agreement constitutes independent consideration for the said waiver and is in addition to any other payment to which Retiree is entitled.

c. Retiree acknowledges that this Agreement is written in a manner designed to be understood by Retiree and that Retiree has read the Agreement carefully and understands its terms.

d. Retiree acknowledges that he/she has up to twenty-one (21) calendar days from the date of receipt of this Agreement to consider whether to accept it, although Retiree may accept it at any time within those twenty-one (21). If Retiree accepts and signs the Agreement before the end of the twenty-one (21) period, Retiree acknowledges doing so voluntarily and waives any further period for consideration.

e. Retiree has the right to revoke this Agreement within seven (7) calendar days after signing the Agreement. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. In the event that Retiree revokes pursuant to this section, the entire Agreement shall be void and ineffective.

Retiree's Initials (40 years or older): _____

9. **Specific Waiver of Section 1542 of the California Civil Code.** Retiree acknowledges that he/she has read, and hereby waives the application of Section 1542 of the Civil Code, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR."

Retiree understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that, even if he/she should eventually suffer or discover damages arising out of Retiree's agreement to stop participation in the City's Health Plans, Retiree will not be permitted to make any claim for those damages. Furthermore, Retiree acknowledges that he/she intends these consequences even as to claims that may exist as of the date of this release but which Retiree does not know exist, and which, if known, would materially affect Retiree's decision to execute this release, regardless of whether Retiree's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Retiree's Initials: _____

10. **Protected Rights.** Retiree and City agree that nothing in this Agreement is intended to or shall be construed to affect, limit or otherwise interfere with any non-waivable right of Retiree under any Federal, state or local law, including but not limited

to, the right to enforce this Agreement and recover for any breach of it, or to exercise any other right that cannot be waived under applicable law.

Retiree's Initials: _____

11. **Construction of the Agreement.** The parties agree that in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

12. **Acknowledgement of Voluntary Execution.** Retiree has carefully read the Agreement and understands the contents. Retiree has been afforded the opportunity to consult with his/her own counsel regarding this Agreement. Retiree freely, knowingly, and voluntarily enters into this Agreement without any-duress or undue influence on the part of any person released by this Agreement, or by any third party. Retiree warrants and represents that he/she has the mental and emotional capacity to understand the provisions of this Agreement and its effects upon his/her legal rights.

Retiree's Initials: _____

13. **Partial Invalidity.** In the event that any of the covenants, duties, or restrictions of this Agreement is found to be illegal, invalid or unenforceable, such provision, if possible, shall be construed so as to render the provision legal, valid and enforceable. In the event such provision cannot be amended or construed to be legal, valid and enforceable, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

14. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to the subject matter of this Agreement unless contained herein or separately agreed to in writing by the parties. This Agreement may not be modified except by a writing signed by Retiree and the City Manager.

15. **Applicable Law.** This Agreement shall be governed by the laws of the State of California, and shall in all respects, be interpreted and enforced under the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Stanislaus County in the State of California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

16. **No Assignment.** Retiree warrants that he/she has not assigned, transferred, nor purported to assign or transfer, any claim(s) Retiree may have against the City, and he/she will not assign or transfer, nor purport to assign or transfer, any claim(s) he/she may have against the City. The City warrants that it has not assigned, transferred nor purported to assign or transfer any claim(s) it may have against Retiree and that it

will not assign nor purport to assign or transfer hereafter any claim(s) it may have against Retiree.

17. **Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

18. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

20. **Attorney's Fees and Costs.** Each party shall bear all attorney's fees and costs arising from and/or in any way related to the actions of its own counsel with regard to the negotiation and creation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

By: _____
Retiree

_____
Print (Retiree Name)

Date: _____

By: _____
Jim Holgersson
Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Adam Lindgren
City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-389

A RESOLUTION APPROVING APPOINTMENT OF MICHAEL JOHNSON TO FILL A POSITION ON THE AIRPORT ADVISORY COMMITTEE FOR THE MODESTO CITY-COUNTY AIRPORT

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, and

WHEREAS, the Special Appointments Committee met on Thursday August 28, 2014 and approved forwarding this item to the City Council for consideration,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appointment to fill the position on the Modesto City-County Airport Advisory Committee, representing commercial or air service provider,

BE IT FURTHER RESOLVED that the Council of the City of Modesto approve the appointment of Michael Johnson of Instant Avionics, Inc., a commercial or air service provider at the Modesto City-County Airport, 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 October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-390

A RESOLUTION APPOINTING ROSA ESCUTIA-BRAATON 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 10, 2014 and on September 12, 2014, and recommended appointment of Rosa Escutia-Braaton to the Modesto Planning Commission.

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

SECTION 1. Rosa Escutia-Braaton is hereby appointed to the Modesto Planning Commission 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 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 7th day of October, 2014, 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, 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. 2014-391

A RESOLUTION APPOINTING BOB SELOVER 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 10, 2014 and on September 12, 2014, and recommended appointment of Bob Selover to the Board of Zoning Adjustment.

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

SECTION 1. Bob Selover is hereby reappointed to the Board of Zoning Adjustment 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 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 7th day of October, 2014, 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, 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. 2014-392

RESOLUTION APPROVING AN AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (ICMA-RC) FOR ADMINISTRATIVE SERVICES AND INVESTMENTS OF CITY EMPLOYEES' 401(A) AND 457 DEFERRED COMPENSATION PLANS, AND RENEWING THE ADMINISTRATIVE SERVICES AGREEMENT FOR RHS PLANS; AND EXTENDING THE AGREEMENTS FOR AN ADDITIONAL TWO-YEAR PERIOD; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto first entered into an agreement with The International City Management Association Retirement Corporation (ICMA-RC) on April 12, 1983, to provide administrative services and investments for the City employees' plans, and

WHEREAS, ICMA-RC offers several plan enhancements at no cost to the City as a result of a long-term relationship with the City of Modesto, and

WHEREAS, the ICMA-RC has established an excellent working relationship with the City of Modesto to deliver excellent service, and

WHEREAS, the City wishes to amend the agreement for administrative services and investments wherein ICMA-RC will continue to pay the City an administrative allowance in the amount of $135,000 per year to assist with the administration of programs, and

WHEREAS, this amendment will also provide for the continued elimination of the Plan Administration fee and the Mutual Funds fee contingent upon ICMA-RC acting as the exclusive provider of administrative and investment services for the Plans over the term of the Agreement, and

WHEREAS, the City wishes to renew the Administrative Services Agreement for RHS plans;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an amendment to the Administrative Services Agreement with International City Management Association Retirement Corporation (ICMA-RC) for administrative services and investments of City employees' 401(a) and 457 deferred compensation plans, and renewing the Administrative Services Agreement for RHS plans; and extending the agreements for an additional two year period wherein ICMA-RC will pay the City an administrative allowance in the amount of $135,000 per year. A copy of the amendment and the renewed 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 Agreements, 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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-393

RESOLUTION AMENDING THE FISCAL YEAR 2013-2014 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 2013-2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2013-2014 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 October, 2014, 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 LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2013-14

UTILITIES DEPARTMENT

A budget adjustment is necessary to transfer $7,759,926 from the Water Fund (Fund 4100) to the Water CIP Fund (Fund 4180) in Fiscal Year 2013-14. This transfer is to reimburse the Water CIP Fund for FY 2013-14 eligible expenses. The Water CIP Fund (4180) receives annual reimbursements from the Water Bond Fund (4130), Water Developer Funds (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 2013-14 which left the CIPs to be funded through Water Fund Reserves.

FINANCE DEPARTMENT

A budget adjustment is necessary to increase the expense budget for the Wastewater Debt Service Amortization account in the Sewer Operations Fund (Fund 4210) by $187,308 in Fiscal Year 2013-14. This amount will be increased from the Sewer Fund reserves. The amount needs to be increased to cover the deferred amount on the refunding of the 2006 Series A Wastewater Debt Service Bond that was not budgeted for in FY 2013-14.

PUBLIC WORKS DEPARTMENT

A budget adjustment is necessary to transfer funds from the various Fleet Replacement Funds to the main Fleet Replacement Fund (Fund 5409). These transfers are to cover the costs of replacing various vehicles that are assigned to the funds in which they were replaced throughout Fiscal Year 2013-14. The transfer amounts being moved from each fund to the main Fleet Replacement Fund can be seen below:

From:	Amount
Surface Transportation Fleet Replacement Fund (1709)	$448,757
Water Fleet Replacement Fund (4109)	$124,202
Wastewater Fleet Replacement Fund (4219)	$632,645
Airport Fleet Replacement Fund (4319)	$51,018
Fleet Equipment Replacement Fund (5410)	$636,082
	$1,892,704
To:	
Fleet Replacement Fund (5409)	$1,892,704

A budget adjustment is necessary to increase the expense budget for Repair and Maintenance Services to add $52,022 from Water PCE Mitigation Fund reserves in Fiscal Year 2013-14. This adjustment is necessary to fund contract payments for Contract #1420 that was approved by resolution #2010-309 by Council. The expenses ended up being higher than anticipated in Fiscal Year 2013-14 and this adjustment will correct the negative balance in discretionary appropriations.

PARKS RECREATION & NEIGHBORHOODS DEPARTMENT

A budget adjustment is necessary to increase the expense budget to appropriate $68,335 from Green Waste Fund Reserves to the Green Waste Division to cover increased fleet expenses posted to the operating budget in Fiscal Year 2013-14. This budget adjustment will correct the negative discretionary appropriation amount at Fiscal Year-end 2013-14.

A budget adjustment is necessary to increase the General Fund subsidy to the Golf Fund by $232,692 in Fiscal Year 2014. This adjustment is necessary to correct the current negative cash balance in the Golf Fund that has built up over time. This adjustment will correct the negative cash balance between the Golf Funds.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-394

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 900 COUNTRY CLUB DRIVE IN DEL RIO (APN: 004-007-043) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 900 Country Club Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 900 Country Club 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 7th day of October, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-395

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND JOHN Z. ISMAIL, AND DIANA ISMAIL, TRUSTEES OF THE JD ISMAIL TRUST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 900 COUNTRY CLUB DRIVE IN DEL RIO (APN: 004-007-043), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 900 Country Club Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 900 Country Club Drive in Del Rio (APN: 044-007-043).

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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-396

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 1406 AVENIDA DEL RIO IN DEL RIO (APN: 004-088-016) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 1406 Avenida Del Rio, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 1406 Avenida Del Rio 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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-397

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND DAVID RANCANO AND JAQUELIN AVILA RANCANO, WHO ARE MARRIED TO EACH OTHER, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 1406 AVENIDA DEL RIO IN DEL RIO (APN: 004-088-016), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 1406 Avenida Del Rio is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 1406 Avenida Del Rio in Del Rio (APN: 004-088-016).

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 7th day of October, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-398

Print

RESOLUTION APPROVING MACERICH / VINTAGE FAIR MALL'S REQUEST TO REDUCE THE $930,600 FAITHFUL PERFORMANCE BOND FOR THEIR PROJECT, TO A $77,707 BOND COVERING ONLY IMPROVEMENTS ASSOCIATED WITH THE UNRECORDED EASEMENTS, AND AUTHORIZING THE CITY CLERK, OR HER DESIGNEE, TO RELEASE AND EXECUTE THE BONDS AS REQUESTED

WHEREAS, MACERICH PROPERTY MANAGEMENT COMPANY, LLC., ("DEVELOPER"), is the developer of the "VINTAGE FAIR MALL EXPANSION OFF-SITE IMPROVEMENTS" ("DEVELOPMENT"), and

WHEREAS, the DEVELOPER has provided the CITY with Faithful Performance Bond #6524672 dated February 19, 2008 for the construction of the "Vintage Faire Mall Expansion Off-Site Improvements" project, and

WHEREAS, the DEVELOPER has completed the construction of the off-site improvements to the satisfaction of the City of Modesto, and

WHEREAS, the DEVELOPER has recorded all the dedications from his own property, and

WHEREAS, the DEVELOPER has been trying to coordinate the dedications with Ester Alison LLC, another property owner of the Vintage Faire Mall, and has not been able to help Ester Alison LLC record the dedications for the improvements on their property, and

WHEREAS, only a small portion of the improvements are effected by the dedications, and

WHEREAS, the DEVELOPER has requested to replace the existing $930,600 Faithful Performance Bond with a $77,707 Faithful Performance Bond to cover only the effected improvements.

NOW, THEREFORE, BE IT RESOLVED by the City of Modesto Council that the DEVELOPER provides to the City Clerk's Office a new Faithful Performance Bond in the amount of $77,707 which meets the approval of the City Attorney's office. Once this bond is approved and recorded, the City Council authorizes the City Clerk, or her designee, to release the $930,600 Faithful Performance Bond currently on file with the City of Modesto. The $77,707 bond will be released once the 3 remaining easements are recorded and provided to 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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-399

RESOLUTION REJECTING ALL BIDS FOR THE COLLECTOR AND ARTERIAL REHABILITATION PROJECT, AND AUTHORIZING CITY STAFF TO RE-ADVERTISE THE PROJECT

WHEREAS, the bids received for the Collector and Arterial Rehabilitation Project were opened at 11:00 a.m. on September 9, 2014, and later tabulated by the Director of Community and Economic Development 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 sole bid, and

WHEREAS, City staff recommends re-advertising the project in January 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rejects all bids received for the Collector and Arterial Rehabilitation Project, opened in the office of the City Clerk on September 9, 2014.

BE IT FURTHER RESOLVED that staff is hereby authorized to re-advertise the project in January 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-400

RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES TO ISSUE CHANGE ORDERS ON THE "EMERALD LIFT STATION" PROJECT IN THE TOTAL AMOUNT OF $269,000 (10.0% OF THE ORIGINAL CONTRACT PRICE)

WHEREAS, the City Council, on July 9, 2013, by Resolution No. 2013-259, awarded a $2,690,000 contract to Aztec Consultants for the construction and installation of a sanitary sewer lift station for the Emerald Lift Station Project in the City of Modesto, 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 $269,000, 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 $215,200,

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 Emerald Lift Station Project in the total amount of $269,000 (10.0% 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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-401

RESOLUTION APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES FOR ENGINEERING SERVICES FOR THE PREPARATION OF A REPORT OF WASTE DISCHARGE, AN ANTI-DEGRADATION ANALYSIS, AND A TITLE 22 REPORT FOR THE WASTEWATER SERVICES DIVISION FOR AN AMOUNT NOT TO EXCEED $177,400, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City currently has two Waste Discharge Requirement (WDR) Permits that are being reviewed by the Central Valley Regional Water Quality Control Board (CVRWQCB), and

WHEREAS, Permit Order No. 99-112 dated July 28, 1999, is for land disposal at the Jennings Road Ranch giving the City authorization to dispose of cannery segregation wastewater during the processing season (July to September) onto the ranch property along with other requirements, and

WHEREAS, Permit Order No. 94-030 dated January 31, 1994, is for disposal of Biosolids onto Jennings Road Ranch property along with other requirements, and

WHEREAS, in September 2013, CVRWQCB advised the City that the current WDR Permits need to be updated and also indicated that it is appropriate to combine the requirements of these two existing WDRs into the same order, and

WHEREAS, a Report of Waste Discharger (ROWD) must be submitted to the CVRWQCB with the information needed to support the adoption of the new WDR Permits, and

WHEREAS, on August 27, 2014, the CVRWQCB staff issued a guidance letter, along with a temporary Order to the City, outlining the requirements for the ROWD, which also needs to include the following:

- Anti-degradation Analysis, which documents the level of degradation (if any) observed or expected due to a discharge, and whether such degradation meets the state's Anti-degradation Policy requirements for discharges to groundwater
- Title 22 Engineering Report to the California Department of Public Health because our current practice is to use domestic wastewater to irrigate crops.

WHEREAS, staff is recommending approval of the agreement with West Yost Associates for development of the necessary documents required by the CRWQCB for updates to the City's WDR Permits,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement between West Yost Associates for Engineering Services for the preparation of a Report of Waste Discharge, an Antidegradation Analysis, and a Title 22 Report for the Wastewater Services Division for Waste Discharge Requirement Permits for an amount not to exceed $177,400.

BE IT FURTHER RESOLVED that the Interim 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 7th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-402

RESOLUTION AMENDING THE FISCAL YEAR 2014-15 WASTEWATER PLANT OPERATIONS OPERATING BUDGET BY APPROPRIATING $177,400 FROM WASTEWATER FUND RESERVES TO ACCOUNT 4210-44312-53300 TO FUND AN AGREEMENT WITH WEST YOST ASSOCIATES FOR WASTE DISCHARGE REQUIREMENT PERMITS

WHEREAS, amending the fiscal year 2014-15 Wastewater Plant Operations operating budget by appropriating $177,400 from Wastewater Reserves is necessary to fund an Agreement with West Yost Associates for Wastewater Discharge Requirement Permits,

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 $177,400 from Wastewater Reserves to Operating Budget 4210-44312-53300 – Plant Operations, Professional Services 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 7th day of October, 2014, 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 LINDGREN, City Attorney

EXHIBIT A

The City of Modesto currently has two Waste Discharge Permits being reviewed by the Central Valley Regional Water Quality Control Board (CVRWQCB). The CVRWQCB has issued a guidance letter indicating that a Report of Waste Discharge, a Title 22 Engineering Report to California Department of Public Health, and an Antidegradation Analysis are needed.

To fund an agreement with West Yost Associates to assist with the requests from CVRWQCB, $177,400 will be transferred from Wastewater Fund Reserves into Operating Account 4210-44312-53300.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-403

Print

RESOLUTION ACCEPTING WITH REGRET THE RESIGNATION OF GILBERT GONZALEZ FROM THE CITY OF MODESTO EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION, EFFECTIVE SEPTEMBER 11, 2014

WHEREAS, GILBERT GONZALEZ was appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission, and

WHEREAS, GILBERT GONZALEZ has tendered his resignation from the Equal Opportunity/Disability Commission and Human Relations Commission effective September 11, 2014, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of GILBERT GONZALEZ 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 GILBERT GONZALEZ for his service to the community.

The foregoing resolution was adopted in a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

AMENDED DUE TO CLERICAL ERROR

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-404

RESOLUTION APPOINTING BOB BARZAN, DAVID BURKETT, ROSA ESCUTIA-BRAATON, AND SARAH STEVENSON, LENG POWER AND ANN BAILEY TO FILL THE VACANCIES ON THE CITY OF MODESTO'S 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 four (4) vacancies for members who reside within Modesto and are registered voters of Stanislaus County, and

WHEREAS, the Culture Commission has two (2) vacancies for members who reside outside Modesto and are registered voters of Stanislaus County, and

WHEREAS, the Appointments Committee met on May 29, 2014, and recommended appointment of Bob Barzan, David Burkett, Rosa Escutia-Braaton, Sarah Stevenson, to represent Modesto City residents on the Culture Committee, and

WHEREAS, the Appointments Committee recommended appointment of Leng Power and Ann Bailey to represent Stanislaus County on the Culture Commission.

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

SECTION 1. Bob Barzan is hereby appointed to the Culture Commission with a term expiration of January 1, 2018; David Burkett is hereby appointed to the Culture Commission with a term expiration of January 1, 2018; Rosa Escutia-Braaton is hereby appointed to the Culture Commission with a term expiration of January 1, 2016; Sarah Stevenson is appointed to the Culture Commission with a term expiration of January 1, 2017; Leng Power is appointed to the Culture Commission with a term expiration of

January 1, 2016; and Ann Bailey is appointed to the Culture Commission 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 Culture Commission, and the Secretary thereof.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-405

RESOLUTION APPOINTING MATTHEW SCOTT LIPPERT TO FILL THE VACANCY ON THE CITY OF MODESTO'S LANDMARK PRESERVATION 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 Landmark Preservation Commission has a vacancy, and

WHEREAS, the Appointments Committee met on May 29, 2014, and recommended appointment of Matthew Scott Lippert to represent Modesto City residents on the Landmark Preservation Committee, and

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

SECTION 1. Matthew Scott Lippert is appointed to the Landmark Preservation Commission with a term expiration of January 1, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Landmark Preservation Commission, and the Secretary thereof.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-406

RESOLUTION APPROVING THE 2015 CITY COUNCIL MEETING CALENDAR

BE IT HEREBY RESOLVED by the Council of the City of Modesto that the 2015 City Council Meeting Calendar, **attached** hereto as **Exhibit "A,"** is hereby approved.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

City Council Calendar
2015

Draft

January 2015

6th	Council Meeting (regular)
13th	Council Meeting (regular)
20th	NO MEETING
27th	Council Meeting (regular)

February 2015

3rd	Council Meeting (regular)
10th	Council Meeting (regular)
17th	NO MEETING
24th	Council Meeting (regular)

March 2015

3rd	Council Meeting (regular)
10th	Council Meeting (regular)
17th	NO MEETING
24th	Council Meeting (regular)
31st	NO MEETING – 5th Tuesday

April 2015

7th	CANCELLED*
14th	Council Meeting (regular)
21st	NO MEETING
28th	Council Meeting (regular)

May 2015

5th	Council Meeting (regular)
12th	Council Meeting (regular)
19th	NO MEETING
26th	Council Meeting (regular)

June 2015

2nd	Council Meeting (regular)
9th	Council Meeting (regular)
16th	NO MEETING
23rd	Council Meeting (regular)
30th	NO MEETING- 5th Tuesday

July 2015

7th	Council Meeting (regular)
14th	Council Meeting (regular)
21st	NO MEETING
28th	NO MEETING

August 2015

5th	Council Meeting (special)**
11th	Council Meeting (regular)
18th	NO MEETING
25th	NO MEETING

September 2015

1st	Council Meeting (regular)
8th	Council Meeting (regular)
15th	NO MEETING
22nd	Council Meeting (regular)
29th	NO MEETING – 5th Tuesday

October 2015

6th	Council Meeting (regular)
13th	Council Meeting (regular)
20th	NO MEETING
27th	Council Meeting (regular)

November 2015

4th	Council Meeting (special)***
10th	Council Meeting (regular)
17th	NO MEETING
24th	Council Meeting (regular)

December 2015

1st	Council Meeting (regular)
8th	Council Meeting (regular)
15th	CANCELLED per MMC 2-1.01
22nd	CANCELLED per MMC 2-1.01
29th	CANCELLED per MMC 2-1.01

*April 7th due to Spring Break
**August 5th Wednesday Meeting due to National Night Out on August 4th
*** November 4th Wednesday Meeting due to Election Day on November 3rd

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-407

RESOLUTION AUTHORIZING ONE ADDITIONAL YEAR EXTENSION FOR THE CONTRACT FOR EXTERNAL FINANCIAL STATEMENT AUDIT SERVICES TO BROWN ARMSTRONG ACCOUNTANCY CORPORATION, BAKERSFIELD, CA, TO COMPLETE THE AUDITING SERVICES FOR FISCAL YEAR 2013-14 FINANCIALS

WHEREAS, Section 1306 of the Modesto City Charter requires the Council to employ independent auditors to perform an annual financial audit of the city, and

WHEREAS, Brown Armstrong Accountancy Corporation, Bakersfield's largest local public accounting firm, has been performing the financial audit for the previous five years, and

WHEREAS, unexpected circumstances with the implementation of the banking services with the Bank of America and shortages in staff resources have prevented City staff from completing a Request for Proposal (RFP) in time for the Fiscal Year 2013-14 Audit, and

WHEREAS, this one year extension of the contract with Brown Armstrong Accountancy Corporation will continue with the same pricing of $134,950 that was estimated in previous fiscal years for work performed related to the financial audit of the City of Modesto, and

WHEREAS, this one year extension of the contract with Brown Armstrong Accountancy Corporation will also allow for the Finance Department to carry out the process of issuing a new RFP for the Fiscal Year 2014-15 financial statements,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes one additional year extension for the contract for external audit

financial services to Brown Armstrong Accountancy Corporation to complete the auditing services for Fiscal Year 2013-14 financials for an estimated cost of $134,950.

BE IT FURTHER RESOLVED that the Interim City Manager, or his designee, is hereby authorized to execute the one year extension agreement and 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 14th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-408

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.

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 adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

MODESTO	CITY COUNCIL POLICY		**POLICY NO.: X.000**
SUBJECT: DEBT MANAGEMENT POLICY			**Revised June 3, 2014**

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.

If the City is found to have violated any of its continuing disclosure requirements, it will make best efforts to correct the violations and to self-report the violations.

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.

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. 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. In compliance with SEC regulations, the City shall only utilize a financial advisor that is an Independent Registered Municipal Advisor (IRMA). To the best of its efforts the City will take action to only rely upon advice from independent municipal advisors that have a fiduciary duty to act in the best interests of the City.

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.
- Registration as an Independent Registered Municipal Advisor.
- 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.

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 funds 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.

Registered Municipal Advisor- A person or entity that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. As required by the Securities and Exchange Commission (SEC), municipal advisors must be registered with the SEC to provide provide advice to municipal entities.

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 MMDTMI "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 Termination Value**	**Maximum Net Termination Exposure**
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. 2014-409

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.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby adopts the Annual Investment Policy.

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 adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

MODESTO	CITY COUNCIL POLICY	**OLICY NO.: 1.019**
SUBJECT: INVESTMENT POLICY		**Revised May 30, 2014**

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 havingassets 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.

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)

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. The City may not invest in a security whose maturity exceeds five years from the date of purchase unless the City Council has provided approval for a specific purpose at least 3 months before the investment is made.

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.

Investment in any security that could result in a zero interest accrual if held to maturity 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 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.

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. 2014-410

RESOLUTION APPROVING A COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO) GRANT FUNDING AGREEMENT IN THE AMOUNT OF $200,000 WITH STANISLAUS MULTI-CULTURAL COMMUNITY HEALTH COALITION – WEST MODESTO/KING KENNEDY NEIGHBORHOOD COLLABORATIVE (THE COLLABORATIVE) TO CARRY OUT A MICROENTERPRISE INCUBATOR BASED OUT OF THE KING-KENNEDY MEMORIAL CENTER; AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO SIGN ALL RELATED DOCUMENTS

WHEREAS, on February 5, 2008, the City Council, by Resolution 2008-081, approved a management agreement with the Collaborative to operate the King-Kennedy Memorial Center (KKMC)., and

WHEREAS, to guide CDBG investment in West Modesto, on May 7, 2013, City Council, by Resolution 2013-178, the City, in consultation with residents and other community stakeholders, developed the West Modesto Neighborhood Revitalization Strategy (NRS) Plan,, and

WHEREAS, the NRSA plan is pending U.S. Department of Housing and Urban Development (HUD) approval, and

WHEREAS, on June 3, 2014, City Council, by Resolution 2014-206, authorized certification of the Collaborative as a CBDO, and

WHEREAS, the Collaborative will carry out Microenterprise Incubator comprised of two components: Kitchen Incubator and Family Child Care Home, and.

WHEREAS, the Microenterprise Incubator Program is defined as a commercial enterprise that has five [5] or fewer employees, one [1] or more of whom owns the enterprise, and

WHEREAS, the Kitchen Incubator component includes hourly rental of the KKMC commercial kitchen, and

WHEREAS, the commercial kitchen will not be available to the general public for hourly rental until which time this pilot program has been implemented and full extent of operation has been determined., and

WHEREAS, hours of operation, hourly rental fee, and use requirements of the commercial kitchen will be developed by the Parks, Recreation, and Neighborhoods Department in consultation with the Collaborative and other community stakeholders and will be brought before the City Council at a later time.

WHEREAS, the Family Child Care Home (FCCH) component provides financial assistance to start-up or expand an FCCH, and

WHEREAS, the FCCH component of the Microenterprise Incubator Program is designed to fill gaps that exist for low-income persons seeking to provide quality child care as a home business, while helping to address the high demand for and low supply of quality child care in West Modesto, and

WHERAS, in lieu of repayment of this CDBG financial assistance provided through the Collaborative, the FCCH providers will enter into a service agreement with the Collaborative to provide units of service equivalent to the financial assistance received, thereby creating more child care slots for West Modesto children, and

WHEREAS, FCCH started with CDBG funds will be expected to give back to West Modesto by providing quality child care at a sliding scale to low-income families – in lieu of repaying the financial assistance provided with CDBG.

WHEREAS, on September 17, 2014, the Citizens' Housing and Community Development Committee reviewed the Community-Based Development Organization (CBDO) Microenterprise Incubator grant funding proposal with Stanislaus Multi-Cultural Community Health Coalition – West Modesto/King Kennedy Neighborhood Collaborative (the Collaborative) and recommended forwarding to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Community-Based Development Organization (CBDO) grant funding agreement in the amount of $200,000 with Stanislaus Multi-Cultural Community Health Coalition – West Modesto/King Kennedy Neighborhood Collaborative (the Collaborative) to carry out a Microenterprise Incubator based out of the King-Kennedy Memorial Center.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all documents related to the submission this agreement.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-411

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS TO REFLECT APPROVED ALLOCATION FUNDED IN THE 2014-2015 ANNUAL ACTION PLAN AND NOTED IN APPENDIX C OF THE FUNDING AGREEMENT WITH STANISLAUS MULTI-CULTURAL COMMUNITY HEALTH COALITION – WEST MODESTO/KING KENNEDY NEIGHBORHOOD COLLABORATIVE, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on February 5, 2008, the City Council, by Resolution 2008-081, approved a management agreement with the Collaborative to operate the King-Kennedy Memorial Center (KKMC)., and

WHEREAS, to guide CDBG investment in West Modesto, on May 7, 2013, City Council, by Resolution 2013-178, the City, in consultation with residents and other community stakeholders, developed the West Modesto Neighborhood Revitalization Strategy (NRS) Plan,, and

WHEREAS, on April 8, 2014 City Council, by Resolution 2014-136, approved the Program Year 2014-2015 Annual Action Plan which authorized $200,000 in CDBG Grant Funds to activities in NRS.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Finance Director, or their 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 14th day of October, 2014, by Councilmember Gunderson, who moved its adoption, with 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 LINGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-412

RESOLUTION APPROVING FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION (FRESNO CDFI) TO ADMINISTER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL BUSINESS LOAN PROGRAM; AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO SIGN ALL RELATED DOCUMENTS

WHEREAS, in August, 2010, the City of Modesto designed a CDBG-funded small business loan program called the Community Development Revolving Loan Program, and

WHEREAS, the intent of the CDBG Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for LMI persons and

WHEREAS, this program has deployed two (2) small business loans totaling $244,000 and created and retained seven (7) jobs for LMI persons, and

WHEREAS, this Revolving Loan Program will leverage local small business development resources and also leverage a dollar-for-dollar match with non-CDBG funds to be deployed to small businesses in Modesto and its Sphere of Influence to create and retain more jobs for LMI persons, and

WHEREAS, a Community Development Financial Institution (CDFI) is a specialized financial institution that has been certified by the U.S. Department of the Treasury as working in market niches that are underserved by traditional financial institutions, and

WHEREAS, on April 16, 2014, the City released a Request for Qualifications to select a qualified CDFI to administer its small business loan program, and

WHEREAS, Statements of Qualifications were due on May 9, 2014, and

WHEREAS, the only submission received by the City was from Fresno CDFI, and

WHEREAS, the terms of the CDBG Funding Allocation are outlined in the Sub-recipient Agreement with Fresno CDFI and include Five-year, $250,000, non-amortizing loan borrowed at one (1) percent interest with balloon payment due at the end of the five-year term, and

WHEREAS, this activity must meet National Objective and meet or exceed the CDBG public benefit standard of one (1) permanent, full-time-equivalent job for every $35,000 lent in CDBG funds – in the aggregate, and

WHEREAS, this funding allocation will be reimbursement-based, and

WHEREAS, Fresno CDFI will submit reimbursement requests with summarized loan packages as supporting documentation.

WHEREAS, on September 17, 2014, the Citizens' Housing and Community Development Committee reviewed and approved to forward to City Council for consideration the approval of Financial Institution (Fresno CDFI) to administer Community Development Block Grant (CDBG) Small Business Loan Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Fresno Community Development Financial Institution (Fresno CDFI) to administer Community Development Block Grant (CDBG) Small Business Loan Program, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all documents related to the submission this agreement.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-413

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS TO REFLECT APPROVED ALLOCATION FUNDED IN THE 2014-2015 ANNUAL ACTION PLAN AND NOTED IN FUNDING AGREEMENT WITH COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION (CDFI) FOR $250,000, AND AUTHORIZING THE FINANCE DIRECTOR, OR THEIR DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, in August, 2010, the City of Modesto designed a CDBG-funded small business loan program called the Community Development Revolving Loan Program, and

WHEREAS, the intent of the CDBG Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for LMI persons and

WHEREAS, this Revolving Loan Program will leverage local small business development resources and also leverage a dollar-for-dollar match with non-CDBG funds to be deployed to small businesses in Modesto and its Sphere of Influence to create and retain more jobs for LMI persons, and

WHEREAS, on April 8, 2014 City Council, by Resolution 2014-136, approved the Program Year 2014-2015 Annual Action Plan which authorized $250,000 in CDBG Grant Revolving Loan Funds for a Revolving Loan Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Finance Director, or their 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 14th day of October, 2014, 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 LINGREN, Interim City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-414

Print

A RESOLUTION ACCEPTING AN AGREEMENT WITH STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS) IN THE AMOUNT OF $20,000 TO PROVIDE PARTY PATROL POLICE OFFICERS TO CONDUCT JUVENILE ALCOHOL EDUCATION, PREVENTION AND INTERVENTION PROGRAMS FOR THE CITY OF MODESTO AND STANISLAUS COUNTY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, Stanislaus County Behavioral Health and Recovery Services (BHRS) requires Party Patrol Police Officers to conduct juvenile alcohol education, prevention and intervention programs with the goal of reducing underage drinking parties and activities throughout Modesto and Stanislaus County, and

WHEREAS, Behavioral Health and Recovery Services is collaborating with the Modesto Police Department and other Stanislaus County law enforcement agencies to perform Party Patrol, Shoulder Tap and Decoy Operations to deter youths and adults from hosting underage drinking parties and providing alcohol to minors, and

WHEREAS, the Modesto Police Department will participate in monthly Stanislaus County Prevention network meetings held every month, and

WHEREAS, BHRS agrees to reimburse the City of Modesto for services and supplies associated with this Agreement, and

WHEREAS, the term of this Agreement is July 1, 2014 through June 30, 2015, and

WHEREAS, the City shall be compensated in the amount of $20,000 for the services of Party Patrol Police Officers to conduct juvenile alcohol education, prevention and intervention program, and

WHEREAS, there is no fiscal impact to the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts an Agreement with Stanislaus County Behavioral Health and Recovery Services (BHRS) in the amount of $20,000 to provide Party Patrol Police Officers to conduct juvenile alcohol education, prevention and intervention programs for the City of Modesto and Stanislaus County.

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

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-415

A RESOLUTION AMENDING THE MULTI-YEAR BUDGET ESTIMATING REVENUE OF $20,000 FOR OVERTIME AND REIMBURSEMENT FOR THE PARTY PATROL AGREEMENT WITH THE COUNTY OF STANISLAUS BEHAVIOR HEALTH AND RECOVERY SERVICES (BHRS)

WHEREAS, since May 2, 2006, the City of Modesto Police Department has had an annual Party Patrol Agreement with the County of Stanislaus Behavioral Health and Recovery Services (BHRS) to allow for completion of services/activities related to Party Patrol, and

WHEREAS, this Agreement is to provide Party Patrol Police Officers and conduct juvenile alcohol education, prevention and intervention programs to reduce underage drinking parties and activities throughout Modesto and Stanislaus County, and

WHEREAS, the term of the new Agreement is July 1, 2014 through June 30, 2015, and

WHEREAS, the multi-year budget must be amended to reflect the Agreement revenues associated with this program as shown in **Exhibit A**, which is incorporated by reference herein, and

WHEREAS, there is no local match required for this program,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the multi-year budget is hereby amended estimating revenue of $20,000 for overtime and reimbursement for the Party Patrol Agreement with the County of Stanislaus Behavioral Health and Recovery Services (BHRS).

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 adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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

Project Name: 2015 BHRS Party Patrol Grant
Project Fund: 1341 – Grants – Operation Grants Reimbursed
The Multi-Year 2014/2015 Operating Budget will be amended as follows:

Revenues	Increase/(Decrease)	Description
To:		
MY-1341-19998-42503-100834	$ 20,000	Intergov-Other – Misc Grants/Donations
Expenses		
To:		
MY-100834 - Appr. A - 51200	$ 18,000	Services City Forces (Overtime)
MY-100834 - Appr. C – 52300 $5,000	$ 2,000	Tools & Field Supplies <
	$ 20,000	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-416

A RESOLUTION AUTHORIZING STAFF TO ACCEPT ANNUAL PARTY PATROL AGREEMENTS WITH THE COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS) FOR OVERTIME AND REIMBURSEMENT AS THEY BECOME AVAILABLE IN THE FUTURE, AMENDING THE ANNUAL BUDGET TO RECOGNIZE THE REVENUE AND OFFSETTING EXPENSES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, there is a Party Patrol Agreement with the County of Stanislaus Behavioral Health and Recovery Services (BHRS) each year for overtime and reimbursement to the Modesto Police Department, and

WHEREAS, resolutions authorizing the City Manager, or his designee, to sign grant applications and agreements and related forms, accept grant awards, and amend the budget are required with each grant package, and

WHEREAS, to simplify the grant application process, staff is requesting open ended resolutions, providing staff with an ongoing approval to accept this annual partnership Agreement with BHRS for Party Patrol for overtime and reimbursement as the opportunities arise in the future, and amend the annual budget to recognize revenue and offsetting expenses,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes staff to accept annual Party Patrol Agreements with the County of Stanislaus Behavioral Health and Recovery Services (BHRS) for overtime and reimbursement as they become available in the future, amending the annual budget to recognize the revenue and offsetting expenses.

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

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-417

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 14/15 AS ADOPTED IN THE OPERATING BUDGET TO ESTABLISH MAINTENANCE WORKER POSITIONS IN THE FORESTRY, COMPOST, AND SOLID WASTE ENTERPRISE FUNDS, AND REALLOCATING FUNDS CURRENTLY BUDGETED TO FUND THE POSITIONS

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, in the past, due to budget reductions the City has used skilled temporary labor services to fill in due to staff shortages in the Forestry, Compost, and Solid Waste Divisions, and

WHEREAS, this option is no longer available because the temporary staffing agencies no longer provide skilled laborers for field operations positions, and

WHEREAS, these Divisions have attempted to use 1,000 hour Service and Maintenance Aides to provide supplemental labor, and

WHEREAS, the skills levels of these workers, restrictions on the number of hours they are able to work, and the training time required has limited their usefulness, and

WHEREAS, in the last 10 years, due to budget reductions the number of Maintenance Worker I/II positions in the Forestry Division has dropped from 11 to 3, and

WHEREAS, the dramatic reduction in staffing has reduced maintenance and taken a toll on the City's trees, increasing the City's liability and putting its "Tree City USA" status in jeopardy, and

WHEREAS, with the adoption of the Fiscal Year 2014-15 Annual Budget, the City's Forestry Division became part of the Solid Waste Division, and

WHEREAS, Forestry operations are now funded as a Solid Waste Enterprise through AB 939 Green Waste Fees in Fund 4892, and

WHEREAS, it is recommended that 6, full-time Maintenance Worker I/II positions be re-established in the Forestry cost center 56040 at a cost of approximately $290,000, to be funded from the reallocation of funds currently budgeted for 12 temporary labor positions and administrative costs within the Fund, and

WHEREAS, the City operates a 65 acre composting facility which processes about 65,000 tons of organic material a year into compost, and,

WHEREAS, the facility is operated under State permits, and is a critical component of the City's compliance with State solid waste diversion laws, and

WHEREAS, the facility is a self-supporting Enterprise Fund, and to maintain an effective staff to throughput ratio that enables the City to meet permit requirements, it is recommended that 2, Maintenance Worker I/II positions be established at a cost of approximately $98,000, and

WHEREAS, funds for the establishment of these positions would come from the reallocation of funds currently budgeted in Fund 4890 for 4 temporary labor positions and professional services, and

WHEREAS, the Solid Waste Division uses part time labor to provide many of the grant-funded materials collection and enforcement services that it provides to residents, and

WHEREAS, the current 19 hour per week limit on the hours that the 1,000 hour Service and Maintenance Aides can work has greatly constrained the City's ability to

program services to prevent dumping and contamination of materials, and to perform mandated public education programs, and

WHEREAS, to address these needs, staff is recommending the establishment of 2 full-time Maintenance Worker I positions at a cost of $98,000, and

WHEREAS, funds for the establishment of these positions would come from the reallocation of funds currently budgeted in Fund 4891 for 4 temporary labor positions and professional services, and

WHEREAS, the Finance Committee considered this item at their September 22, 2014 meeting and recommended forwarding this item to the Council for approval.

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. To re-establish 6 Maintenance Worker I/II positions in the Forestry Division, (4892-56040).
2. To establish 2 Maintenance Worker I/II positions in the Compost Division, (4890-56030).
3. To establish 2 Maintenance Worker I positions in the Solid Waste Division (4891-56010).

BE IT FURTHER RESOLVED that the funding for these positions will be reallocated from existing funding within the FY 2014-2015 budgets for these enterprise funds for 20 temporary labor positions, administrative costs, and professional services.

BE IT FURTHER RESOLVED that the Director of Human Resources, or his designee, is hereby authorized to implement the provisions of this resolution.

This resolution shall become effective on and after October 14, 2014.

The foregoing resolution was adopted in a meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO SUPPORTING THE REDESIGNATION OF THE STANISLAUS COUNTY RECYCLING MARKET DEVELOPMENT ZONE AND RESCINDING RESOLUTION NO. 2004-464

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables, and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act, and

WHEREAS, the Stanislaus County Recycling Market Development Zone includes the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, and Waterford and the unincorporated areas of Stanislaus County surrounding these cities, and

WHEREAS, the Stanislaus County Recycling Market Development Zone is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals, and

WHEREAS, the designation of the Stanislaus County Recycling Market Development Zone expires on November 14, 2014, and

WHEREAS, the City Modesto desires existing and new recycling-based manufacturing businesses located within the Stanislaus County Recycling Market

Development Zone to be eligible for the technical and financial incentives associated with the RMDZ program, and

WHEREAS, the renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ, and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future, and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets, and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)], and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities, and

WHEREAS, the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford and the unincorporated areas of Stanislaus County surrounding these cities have agreed to submit an application to CalRecycle requesting renewal as a RMDZ, and

WHEREAS, the County of Stanislaus has agreed to act as Lead Agency for the proposed renewal of the RMDZ, and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Stanislaus has determined that this redesignation is exempt from CEQA, and

WHEREAS, the City of Modesto finds there are no grounds for the City of Modesto to assume the lead Agency role or to prepare an environmental document.

WHEREAS, the City of Modesto still desires existing and new recycling-based manufacturing businesses locating within the region to be eligible for the technical and financial incentives associated with the RMDZ program, and

WHEREAS, the renewal of the Stanislaus County RMDZ is still necessary to facilitate local and regional planning, coordination, support of existing recycling-based manufacturing businesses, as well as attract private sector recycling business investments to the region, and

NOW THEREFORE, BE IT RESOLVED, that the City of Modesto as Responsible Agency, approves the renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ and directs the Stanislaus County RMDZ Administrator to submit an application to CalRecycle requesting renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ which includes the Cities of Ceres,

Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford and the unincorporated areas of Stanislaus County surrounding these cities.

BE IT FURTHER RESOLVED, that the member jurisdictions of the Stanislaus County Recycling Market Development Zone will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures, and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

BE IT FURTHER RESOLVED that resolution No. 2004-464 is hereby rescinded effective October 14, 2014.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-419

RESOLUTION AUTHORIZING THE INCREASE OF FUNDS ALLOCATED FOR ANNUAL AGREEMENT #19078 ISSUED TO AMERINE SYSTEMS, OAKDALE, CA, AND ANNUAL AGREEMENT #19079 ISSUED TO DON PEDRO PUMPS, HUGHSON, CA FOR PUMP STATION REJUVENATION SERVICES FOR THE TOTAL AMOUNT OF $560,000, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUES CHANGE ORDERS TO THE AGREEMENTS

WHEREAS, the City owns and operates 110 water well sites, which have a production capacity of 118 million gallons of water per day, and

WHEREAS, due to the severity of the drought and the reduction of surface water deliveries from MID, the City has been required to bring wells back into service that have previously been off-line, and

WHEREAS, the expense to bring these wells back on-line, along with increased running times of other wells in the system, has created additional pump replacements and more well rehabilitation than in previous years, and

WHEREAS, 73% of allocated funds on January 10, 2012, per City Council Resolution 2012-07, have been spent on rehabilitating wells, and

WHEREAS, Water Services Division currently has four wells that require rehabilitation at a cost of approximately $35,000 each, which will use up all existing funds authorized under the current vendor agreements, and

WHEREAS, additionally, six to eight wells will require rehabilitation per year throughout the remainder of the contract term through January 9, 2017, for an approximate total cost of $560,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the increase of funds allocated for Annual Agreement

#19078 issued to Amerine Systems, Oakdale, CA, and Annual Agreement #19079 issued to Don Pedro Pumps, Hughson, CA for pump station rejuvenation services for the total amount of $560,000.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue change orders to the agreements.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-420

RESOLUTION APPROVING A LEASE AGREEMENT WITH ACCURATE COLLISION SERVICES, INC., A CALIFORNIA CORPORATION, FOR A 0.30-ACRE PORTION OF CITY-OWNED PROPERTY LOCATED AT 402 NINTH STREET, APN:106-045-003, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT, MEMORANDUM OF LEASE, AND ALL RELATED DOCUMENTS

WHEREAS, the City of Modesto owns a parcel of undeveloped real property containing approximately 1.24 acres on 9th Street, between D & E Streets, and

WHEREAS, portion of the property was previously leased to a business, which closed a few years ago, and

WHEREAS, the previous lessee left a fenced area that was installed to secure a parking and storage area, and

WHEREAS, Accurate Collision Services, Inc., an adjacent business, wishes to lease from the City a 0.30-acre portion of the property to provide a parking and storage area for its automobile body repair business, and

WHEREAS, the lease is short term, which will allow the City to evaluate the property at the end of the lease for further development in this area, and

WHEREAS, Accurate Collision Services, Inc. will pay the City of Modesto a one-time administration fee of $600, and $300 per month for the term of two years ($7,200), with the option to extend the lease for an additional one-year renewal term ($3,600), and

WHEREAS, the lease revenue will be deposited in General Fund account number: 0100-90001-46002,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Lease Agreement with Accurate Collision Services, Inc., a California corporation, for a 0.30-acre portion of City-owned property located at 402 Ninth Street, APN:106-045-003.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Lease Agreement and Memorandum of Lease, and all related documents.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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. 2014-421

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STRENGTHEN & REPLACE WATER SYSTEM - SOUTH MODESTO PHASE 2 PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA IN THE AMOUNT OF $1,825,105, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Strengthen and Replace Water System South Modesto Phase 2 project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Strengthen and Replace Water System South Modesto Phase 2 project were opened at 11:00 a.m. on September 16, 2014, and later tabulated by the Director of Utilities for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $1,825,105 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 and Replace Water System South Modesto Phase 2 project, accepting the bid, and approving a contract with DSS Company dba Knife River Construction, of Stockton, California in the amount of $1,825,105.

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

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-422

RESOLUTION APPROVING AN AMENDMENT TO THE MODESTO URBAN AREA GENERAL PLAN FROM REDEVELOPMENT PLANNING DISTRICT (RPD), MIXED-USE (MU), AND RESIDENTIAL (R) TO COMMERCIAL (C) FOR APPROXIMATELY 4.7 ACRES LOCATED ON THE NORTH SIDE OF SCENIC DRIVE AND EAST OF COFFEE ROAD (SOLAR COOL PROPERTIES III, L. P.)

WHEREAS, a 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, on August 15, 1995, by Resolution No. 95-408, the City Council certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 92052017) for the Modesto Urban Area General Plan, 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, and 2014-17 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, Solar Cool Properties III, L. P. has applied for an amendment to the General Plan to re-designate from Redevelopment Planning District (RPD), Mixed-Use (MU), and Residential (R) to Commercial (C) for approximately 4.7 acres located on the north side of Scenic Drive and east of Coffee Road, and

WHEREAS, the Community & Economic Development Department has analyzed the proposed amendment compared to the adopted General Plan, and

WHEREAS, a Final Master Environmental Impact Report was prepared for the Urban Area General Plan Update (SCH No. 2007072023) which analyzed the potential environmental effects of the proposed Project, and

WHEREAS, on September 8, 2014, 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 re-designate from Redevelopment Planning District (RPD), Mixed-Use (MU), and Residential (R) to Commercial (C) for approximately 4.7 acres located on the north side of Scenic Drive and east of Coffee Road, and

WHEREAS, after said public hearing, the Planning Commission adopted Resolution No. 2014-15, recommending to the City Council an amendment to the Modesto Urban Area General Plan to re-designate from Redevelopment Planning District (RPD), Mixed-Use (MU), and Residential (R) to Commercial (C) for approximately 4.7 acres located on the north side of Scenic Drive and east of Coffee Road, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on October 14, 2014, 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 re-designate from Redevelopment Planning District (RPD), Mixed-Use (MU), and Residential (R) to Commercial (C) for approximately 4.7 acres located on the north side of Scenic Drive and east of Coffee Road,

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

1. The proposed General Plan Amendment will provide for development that is compatible with surrounding land uses which include predominantly commercial uses, medical and professional offices, and multiple family residential uses.

2. The proposed General Plan Amendment meets the criteria for locating commercial uses at the intersection of arterial streets in accordance with General Plan Section III-B (3) (b), and there was a commercial nursery at this intersection in accordance with this policy.

3. An Initial Study, Environmental Assessment No. EA/C&ED 2014-21, 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 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-14-002, RNZ-14-003 DPR-14-005). 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 adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October 2014, 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:

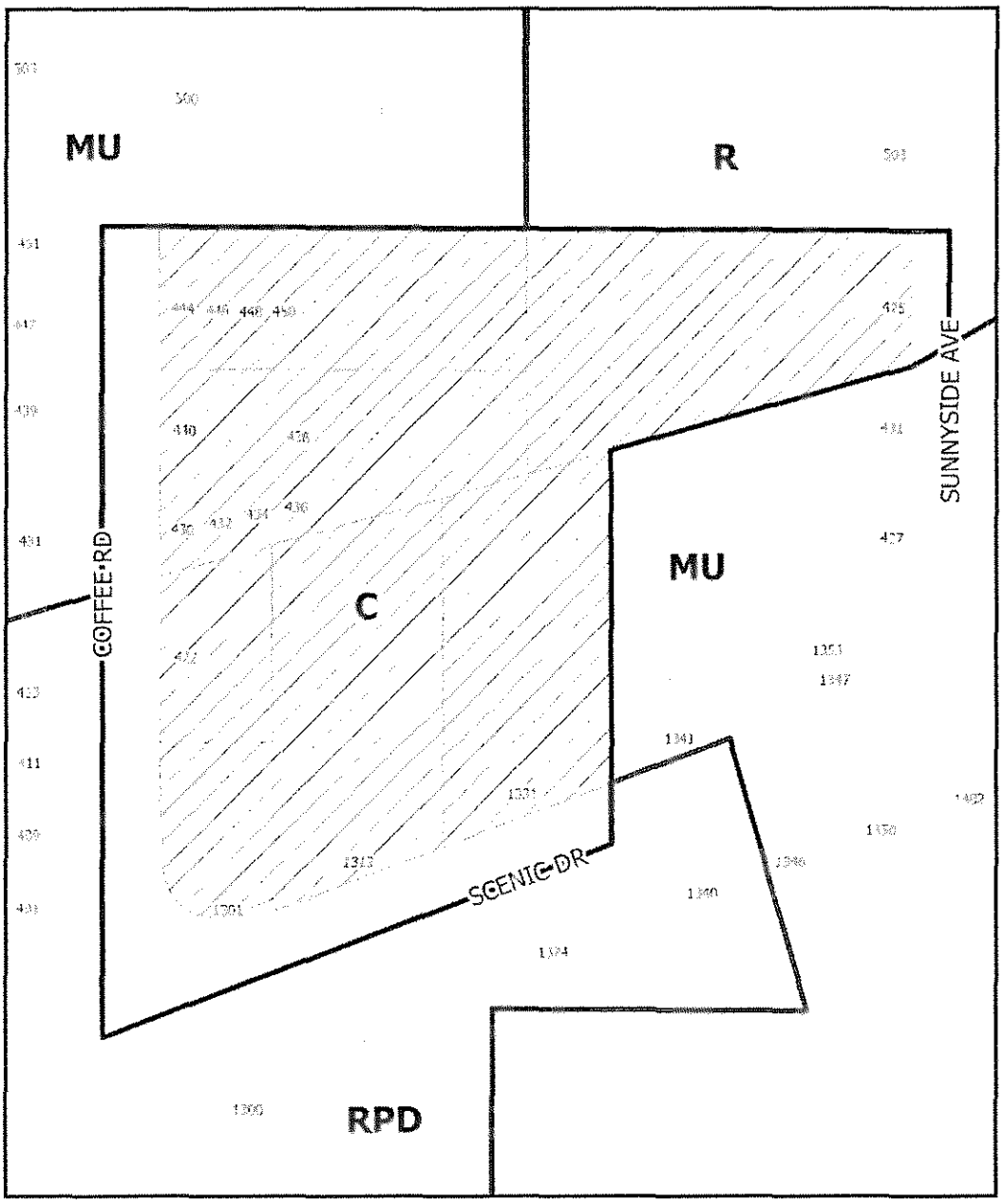
AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST:
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By:
ADAM LINDGREN, City Attorney

EXHIBIT A



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PROPOSED
GENERAL PLAN AMENDMENT
GPA-14-002

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-423

A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT TO RE-DESIGNATE FROM REDEVELOPMENT PLANNING DISTRICT (RPD), MIXED-USE (MU), AND RESIDENTIAL (R) TO COMMERCIAL (C) AND TO REZONE FROM MEDIUM DENSITY RESIDENTIAL (R-2), NEIGHBORHOOD COMMERCIAL (C-1), AND PLANNED DEVELOPMENT ZONE P-D (300) TO GENERAL COMMERCIAL (C-2) ZONE FOR APPROXIMATELY 4.7 ACRES LOCATED ON THE NORTH SIDE OF SCENIC DRIVE AND EAST OF COFFEE ROAD (SOLAR COOL PROPERTIES, III, L.P.)

WHEREAS, Solar Cool Properties, III, L. P., have applied for a General Plan Amendment to re-designate from Redevelopment Planning District (RPD), Mixed-Use (MU), and Residential (R) to Commercial (C) and to rezone from Medium Density Residential (R-2), Neighborhood Commercial (C-1), and Planned Development Zone P-D (300) to General Commercial (C-2) Zone for approximately 4.7 acres located on the north side of Scenic Drive and east of Coffee Road, and

WHEREAS, the applicant has also applied for a Development Plan Review for the development of a 28,160 square feet building for a glass business on 2.7 acres, and

WHEREAS, the remaining 2 acres are developed with commercial and multiple family uses and there is no proposal for new development with this project, 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. 2014-21) as provided for by CEQA, and

WHEREAS, a 20-day public review period for the proposed Initial Study/ Negative Declaration began on August 15, 2014, and ended on September 4, 2010, and

WHEREAS, the City did not received public comments on the draft Initial Study/ Negative Declaration that warranted any response and no changes to the document were necessary as a result, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on October 14, 2014, 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 2014-21, 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 2014-21, 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.

Negative Declaration

for the Don's Mobile Glass General Plan Amendment, Rezone, and Development Plan Review Project

Environmental Assessment
No. EA/C&ED 2014-21

Prepared for:

City of Modesto
P.O. Box 642
Modesto, CA 95353
Contact: Paul Liu, Senior Planner
209/577 5267

Prepared by:

City of Modesto
Community & Economic Development Department
209/577-5267

August 15, 2014

CEQA Environmental Checklist

PROJECT DESCRIPTION AND BACKGROUND

Project Title:
Don's Mobile Glass General Plan Amendment, Rezone, and Development Plan Review

Lead agency name and address:
City of Modesto, 1010 10th Street, Modesto, CA 95354

Contact person and phone number:
Paul Liu, Senior Planner, 209 577 5267

Project Location:
1313 Scenic Drive, North side of Scenic Drive and east of Coffee Road

Project applicant's name and address:
Ted Brandvold, 616 14th Street, Modesto, CA 95354

General plan description:
The project site is currently designated by the General Plan as Redevelopment Planning District, Mixed Use, and Residential.

Zoning:
The current zones of the project site are R-2, C-1, and P-D 300 approved for a nursery.

Description of project (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):
This project proposal includes a general plan amendment, rezone, and development plan review. The project site consists of seven parcels totaling 4.7 acres. The proposed general plan amendment would re-designate the project site from Redevelopment Planning District, Mixed-Use, and Residential to Commercial. The site is also proposed to be rezoned from R-2, C-1, and P-D 300 to C-2. The development plan review proposes the development of a 28,160 square feet building for a glass business on 2.7 acres that was formerly occupied by a nursery. The glass business would relocate from other locations in the City to this site. The remaining 2 acres are developed with commercial and multiple family uses and there is no proposal for new development with this project.

Surrounding land uses and setting (briefly describe the project's surroundings):
There are office and single family uses to the north, multiple and single family uses to the east, a park and office uses to the south, and commercial and multiple family uses to the west.

Other public agencies whose approval is required (e.g. permits, financial approval, or participation agreements):
San Joaquin Valley Air Pollution District

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 5 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: _____

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a. **Earlier Analysis Used.** Identify and state where they are available for review.
   b. **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c. **Mitigation Measures.** For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measure which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8) The explanation of each issue should identify:
   a. the significance criteria or threshold, if any, used to evaluate each question; and
   b. the mitigation measure identified, if any, to reduce the impact to less and significance

The proposed project is the redevelopment of a commercial site within the Baseline Developed Area that is consistent with the 2008 Urban Area General Plan. This Negative Declaration references and uses information from the 2008 Urban Area General Plan MEIR (SCH#2007072023).

	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) There are no scenic vistas within the planning area.
b) There are no state scenic highways within the planning area.
c) There would be little change to the visual character of this area, which is already within a developed setting; therefore, no significant impact will occur on the visual character with the proposed project.
d) The project site was previously occupied by a nursery and the surrounding area is already developed with urban uses resulting in existing sources of light and glare. As a result, impacts related to substantial new sources of light and glare are considered less than significant.

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) The project site was previously occupied by a nursery. There would not be any conversion of farmland.
b) The site is not used for agricultural purposes and there is no Williamson Act contract.
c) There is no forest land on project site or within the city.
d) See Item c above.
e) See Items a-c above.

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 project would not conflict with applicable air quality plan.
b) The San Joaquin Valley Air Pollution District determined the proposed project emissions of criteria pollutants are not expected to exceed significance thresholds of 10 tons per year NOX, 10 tons per year ROG, and 15 tons per year PM 10. The project would be required to comply with all Air Pollution District rules and requirements such as Regulation VIII and Indirect Source Review. Therefore, the project specific criteria pollutant emissions would have no significant impact on air quality.
c) See Item b above.
d) See Item b above.
e) The project would not create any 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) See Item a above.
c) The site does not qualify as a federally protected wetland per Section 404 of the Clean Water Act.
d) The movement of fish or birds or other wildlife would not be affected by the project.
e) There is no conflict with any local policies or ordinances protecting biological resources.
f) There is no conflict with any 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) No faults known to be active or zoned as active by the State of California under the Alquist-Priolo Act are within the Modesto planning area. The risk of fault rupture in Modesto is considered low and related impacts are identified as less than significant.
b) The erosion hazard for soils in the Modesto planning area is generally considered slight. Activities required for construction have the potential to cause accelerated soil erosion. Standard City requirements are sufficient to avoid such erosion.
c) The project would not be located on soil that is unstable, or that would become unstable as a result of the project.
d) Information about the engineering properties of soils in Modesto is not readily available, but where soils are clay-rich, there may be some potential for expansive soils. Impacts related to the location of new development expansive soils would be assessed through the City's development review process and mitigated through conformance with the most recent UBC Standards.
e) City sewer is available for this project.

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 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.

b) The proposed project would not conflict with any applicable plan adopted for the purpose of reducing emissions of greenhouse gases.

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 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. The proposed project will not produce hazardous materials.
b) See Item a above.
c) See Item a above.
d) The proposed site is not on the list of hazardous materials site.
e) The site is within the Traffic Pattern Zone that is not a significant safety hazard zone.
f) The site is not within the vicinity of a private airstrip.
g) The proposed project would not interfere with any emergency response plan or evacuation plan.
h) No wild land is within the vicinity of the project site.

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) The project would not violate water quality standards or waste discharge requirements.
b) The project would not demand significant water needs. New development in the city would be required to comply with applicable water quality standards and waste discharge requirements and therefore would not significantly affect groundwater supplies or recharge, or water quality.
c) 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.
d) The proposed on-site drainage plan would be required to meet drainage standards and requirements and would not result in significant surface runoff that would result in on-site flooding.
e) The project drainage and runoff would be required to meet storm water drainage standards and requirements and would not result in substantial polluted runoff.
f) See Item b above.
g) The project is not located within a 100-year flood plain.
h) See Item g above.
i) See Item g above.
j) The City of Modesto is not subject to risks related to seiche or tsunami. Modesto is inland about 80 mile from the Pacific Ocean. The project site and the surround area is relatively flat is not subject to mudslides.

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 project would not physically divide an established community.
b) The project does not conflict with the land use plan, 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) The site is in an urban area and there is no known mineral resource.
b) The site is not identified on any plan as a location with 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) The proposed glass business does not use a lot of power tools and is not anticipated to generate noise levels in excess of noise standards. An eight-foot high wall is required along the east side property lines adjacent to residential zones, which is intended to assist with noise attenuation.
b) See Item a above.
c) See Item a above.
d) The project will not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. There will be some construction related noise, but the noise mitigation measure N-3 in the General Plan for projects within the baseline developed area, has been incorporated.
e) The Modesto County Airport would not expose the project site to excessive noise levels.
f) 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) The project site is in an urban area that is developed. No additional residential development is anticipated as a result of this project.
b) The project includes a general plan amendment and rezone of approximately 1.5 acres changing the site from residential to commercial. There are currently an estimated 13 units on the 1.5 acres. While the proposed project does not include the removal of any residential units, there is the potential that these units could be removed if the site is redeveloped as commercial use. Modesto has 75,711 units based on Department of Finance 2014 estimates and any loss residential units from this project would be considered insignificant.
c) See Item b above.

	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 project would not result in the need for construction of new or significantly altered police and fire 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. The project is proposing commercial development, which will have minimal impact on school and park facilities. The project was referred to the Modesto City School District, and their response indicated there would be no potentially significant impact and that new commercial development would be assessed appropriate school fees. The project would not impact park facilities.

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) The project is proposing commercial development and would not impact recreation facilities.
b) See Item a above.

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 proposed project is consistent with applicable plans and policies establishing measures of effectiveness for the performance of the circulation system. The project would not generate more than 100 peak hour trips, which is the General Plan's threshold for a traffic study.
b) See Item a above.
c) The project would not impact air traffic patterns. The proposed glass business is relocating to this site from other locations in the City. Any increased business would result in no or little increase in air traffic.
d) There would be no increase in traffic hazards with the project. The street alignment would not change and the existing driveway would shift slightly to the east.
e) The Fire Department reviewed the project and did not identify any problems with emergency access.
f) The project would not conflict with any alternative transportation plan. A bike lane can fit within the existing right-of-way.

Resource

See pages V-1-1 to V-1-36 in the MEIR

	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) The project is consistent with the wastewater policies in the General Plan, including Policy V.D.2a, which requires the City to maintain the standards for effluent and biosolids from its wastewater treatment plants as established by the Central Valley Regional Water Quality Control Board, in compliance with the Federal Clean Water Act and the State Porter-Cologne Act. Wastewater for the project will be treated at the City's primary and secondary wastewater treatment plants and discharged into the San Joaquin River. The existing wastewater plants have adequate capacity to serve the project.
b) The project would not require the expansion of any wastewater or water facility.
c) All storm water runoff generated from the proposed development would be required to kept on the site according to City standards. There is no impact to any public storm drainage facility.
d) The proposed development would not exceed water supply availability to serve the project or other entitlements and resources.
e) There is adequate wastewater capacity to accommodate the proposed development in addition to existing commitments.
f) There is sufficient landfill capacity to serve this project.
g) All regulations related to solid waste would apply to this project.

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 this is essentially an infill project in an urban setting that has been evaluated in the MEIR, the impacts are less than significant.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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 LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED No. 2014-21

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-424

A RESOLUTION APPROVING THE INSTALLATION OF A 160' PUBLIC SAFETY COMMUNICATION TOWER AT MODESTO FIRE STATION 6 LOCATED AT 2700 STANDIFORD, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, Fire Station 6 was built in 1983 and a 70' Communication Tower was installed at that time to meet the communication needs at that time, and

WHEREAS, in 2008, Stanislaus County contracted with MACRO to conduct a county-wide communication needs assessment study and to provide a plan for the future, and

WHEREAS, on October 27, 2009, Council approved by Resolution No. 2009-507, 508 and 509, acceptance of the COP Technology grant to provide partial funding for the City/County Regional Radio Interoperabiloity Project (also known as P-25 Linear Simulcast Trunking Radio System, and

WHEREAS, on December 13, 2011, Council authorized by Resolution No. 2011-473, Stanislaus County to enter into the competitive bid process for the P-25 Linear Simulcast Trunking Radio System and subsequently award the proposal, and

WHEREAS, on April 3, 2012, the Stanislaus County Board of Supervisors, by Resolution 2012-134, approved the award of contract to Tait Radio Communications for the purchase of components of a P-25 Linear Simulcast Trucking Radio System to improve the interoperable communications for Stanislaus County First Responders, and

WHEREAS, Modesto Fire Station 6 was identified as one of five sites providing a communications "backbone" along the Highway 99 corridor, linking Turlock, Ceres and Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the installation of a 160' Public Safety Communication Tower at Modesto Fire Station 6 located at 2700 Standiford.

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

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of October, 2014, 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:	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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-425

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO AUTHORIZING THE ISSUANCE OF CITY OF MODESTO COMMUNITY FACILITIES DISTRICT NO. 2003-1 (FAIRVIEW VILLAGE) 2014 SPECIAL TAX REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE AND AN ESCROW AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Modesto (the "City") has formed the City of Modesto Community Facilities District No. 2003-1 (Fairview Village) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the Community Facilities District is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Taxes; and

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District previously issued its City of Modesto Community Facilities District No. 2003-1 (Fairview Village) Special Tax Bonds, Series 2005 (the "Prior Bonds"), in the aggregate principal amount of $4,960,000; and

WHEREAS, the Community Facilities District is authorized under the Act to issue bonds payable from the Special Taxes in order to refund the Prior Bonds; and

WHEREAS, the Community Facilities District desires to refund the Prior Bonds; and

WHEREAS, the City's Policies & Procedures for the Formation, Annexation, and Administration of Community Facilities Districts, as amended (the "Policies and Procedures") state that bonds issued by a City-formed community facilities district will

be refunded if (1) the refunding will generate at least 5% net present value savings, or (2) there is another reason the City determines is compelling enough to complete a refunding; and

WHEREAS, the City expects the refunding to generate over 4% net present value savings, but less than 5% net present value savings; and

WHEREAS, the Community Facilities District is fully built out with single family residential homes with occupants with lower incomes which will benefit from the special tax savings that will be achieved through the refunding of the Prior Bonds; and

WHEREAS, interest rates with respect to land secured bonds such as the Series 2014 Bonds are low by historic standards; and

WHEREAS, in order to provide a portion of the moneys required to refund the Prior Bonds, the Community Facilities District proposes to issue its City of Modesto Community Facilities District No. 2003-1 (Fairview Village) 2014 Special Tax Refunding Bonds (the "Series 2014 Bonds"), in the aggregate principal amount of not to exceed $5,000,000; and

WHEREAS, in order to provide for the authentication and delivery of the Series 2014 Bonds, to establish and declare the terms and conditions upon which the Series 2014 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District proposes to enter into an Indenture with U.S. Bank National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture"); and

WHEREAS, the City Council, acting as the legislative body of the Community Facilities District, has determined in accordance with Section 53360.4 of the Act that a private placement of the Series 2014 Bonds to City National Bank (the "Original Purchaser") will result in a lower overall cost to the District than a public sale or a negotiated sale to an underwriter publicly offering the Series 2014 Bonds; and

WHEREAS, the Series 2014 Bonds shall be sold to the Original Purchaser with the assistance of Piper Jaffray & Co. (the "Placement Agent"); and

WHEREAS, in order to provide for the redemption of the Prior Bonds, the Community Facilities District desires to enter into an Escrow Agreement, by and between the Community Facilities District and The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the "Escrow Agreement"); and

WHEREAS, there have been prepared and submitted to this meeting forms of the Indenture and the Escrow Agreement; and

WHEREAS, Section 4(a)(1) of the Policies and Procedures requires a debt service reserve fund with respect to the Series 2014 Bonds be funded in an amount equal to not less than 10% of the par amount of the Series 2014 Bonds, subject to federal tax regulations; and

WHEREAS, due to the low special tax delinquency rate in the Community Facilities District and other credit factors, the Community Facilities District has determined, and the Original Purchaser has agreed to accept, a reserve fund funded in amount equal to the lesser of (i) 5% of the initial principal amount of the Series 2014 Bonds, (ii) 50% of the maximum annual debt service on the Series 2014 Bonds, and (iii)

50% of 125% of average annual debt service on the Series 2014 Bonds ("50% Reserve Amount"); and

WHEREAS, the Community Facilities District desires to proceed to issue and sell the Series 2014 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2014 Bonds; and

WHEREAS, the City Council is the legislative body of the Community Facilities District (the "Legislative Body");

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MODESTO, ACTING AS THE LEGISLATIVE BODY OF CITY OF MODESTO COMMUNITY FACILITIES DISTRICT NO. 2003-1 (FAIRVIEW VILLAGE), 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. Subject to the provisions of Section 3 hereof, the issuance of the Series 2014 Bonds, in an aggregate principal amount of not to exceed $5,000,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Series 2014 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution. The Legislative Body hereby makes an exception to the Policies and Procedures and determines to fund the reserve fund with respect to the Series 2014 Bonds at the 50% Reserve Amount.

Section 3. The refunding of the Prior Bonds is hereby approved. Such refunding shall be accomplished by paying the interest due and payable on the Prior Bonds to and including March 1, 2015 and redeeming the Prior Bonds on March 1, 2015 by paying the redemption price thereof. In accordance with Section 53363.8 of the Act, the Legislative Body hereby designates the following costs and expenses as the "designated costs of issuing the Bonds:"

(i) all expenses incident to the calling, retiring, or paying of the Prior Bonds and incident to the issuance of the Series 2014 Bonds, including the charges of any agent, including any charges of the Original Purchaser and Placement Agent, in connection with the issuance of the Series 2014 Bonds or in connection with the redemption or retirement of the Prior Bonds;

(ii) the interest upon the Prior Bonds from the date of sale of the Series 2014 Bonds to the date upon which the Prior Bonds will be paid pursuant to call; and

(iii) any premium necessary in the calling or retiring of the Prior Bonds.

In satisfaction of the requirements contained in Section 53364.2 of the Act, the Legislative Body hereby determines that any savings achieved through the issuance of the Series 2014 Bonds shall be used to reduce special taxes of the Community Facilities District, and such reductions shall be made in accordance with the Act.

The Legislative Bonds also hereby determines that the location of the community facilities district and the desire for homeowners therein to benefit from the special tax savings that will be achieved through the refunding of the Prior Bonds as presented, combined with the historically low interest rates on bonds such as the Series 2014 Bonds,

are compelling reasons to complete the refunding of the Prior Bonds through the issuance of the Series 2014 Bonds as authorized herein.

Section 4. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is 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, for and in the name of the Community Facilities District, to execute and deliver the Indenture 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 Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2014 Bonds in excess of $5,000,000, shall not result in a final maturity date of beyond the last maturity date of the Prior Bonds and shall not result in a true interest cost for the Series 2014 Bonds in excess of the true interest cost of the Prior Bonds.

Section 5. In accordance with the requirements of Section 53345.8 of the Act, the Legislative Body hereby determines that the value of the real property in the Community Facilities District subject to the special tax to pay debt service on the Series 2014 Bonds is at least three times the principal amount of the Series 2014 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied

pursuant to the Act or a special assessment levied on property within the Community Facilities District.

Section 6. The Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Escrow Agreement in the form presented 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 Escrow Agreement by such Authorized Officer.

Section 7. The Authorized Officers and the officers and employees of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District 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.

Section 8. All actions heretofore taken by the officers and employees of the City with respect to the issuance and sale of the Series 2014 Bonds, or in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 9. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto, acting as the legislative body of the City of Modesto Community Facilities District No. 2003-1 (Fairview Village), held on the 14th day of October, 2014, 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:	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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-426

Print

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JERRY HAAG, URBAN PLANNER, FOR TECHNICAL STUDIES ASSOCIATED WITH THE MODESTO URBAN AREA GENERAL PLAN AMENDMENT MASTER EIR UPDATE, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on April 8, 2014, the City Council adopted Resolution No. 2014-134, which established a $500,000 budget for the Modesto Urban Area General Plan Update Project No. 100838, from General Fund Reserves, and

WHEREAS, City staff has begun work to update the Modesto Urban Area General Plan Master EIR (Master EIR) that is associated with the recent General Plan Amendment project, and

WHEREAS, technical studies and related work are among the necessary initial steps in preparing the Master EIR, and

WHEREAS, City staff recommends an Agreement between the City of Modesto and Jerry Haag, Urban Planner, be executed in an amount not to exceed $128,330 to allow Jerry Haag, Urban Planner, to prepare the Master EIR technical studies and related documentation based on the scope of services supplied to City staff, and

WHEREAS, City staff recommend that an additional ten percent (10%) in the amount of $12,833 be budgeted for contingency purposes to be used only in the event that necessary additional necessary work is discovered and documented in writing by City staff.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Agreement between the City of Modesto and Jerry Haag,

Urban Planner, for the preparation of the Master EIR technical studies and related documentation, in an amount not to exceed $128,330 for the identified scope of services.

BE IT FURTHER RESOLVED that an additional ten percent (10%) in the amount of $12,833 will be budgeted for contingency purposes to be used only in the event that necessary additional work is discovered and documented in writing by City staff.

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 October, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-427

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A DUMP TRUCK WITH 14 YARD CAPACITY FOR THE UTILITIES DEPARTMENT, WATER DIVISION, THROUGH THE FLEET SERVICES DIVISION, TO INTERSTATE TRUCK CENTER LLC, STOCKTON, CA, AND AUTHORIZE THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $130,585

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 dump truck with 14 yard capacity was included in the new vehicles and heavy equipment list authorized by the Interim City Manager, and

WHEREAS, the dump truck with 14 yard capacity is used by the Utilities Department, Water Division. The addition of this truck will support the metering installation crew and their mandate to meet State Assembly Bill 2575 which requires that urban water suppliers install water meters on all service connections by the year 2025, and

WHEREAS, The Purchasing Division issued RFB No. 1415-04 for the purchase of a dump truck with 14 yard capacity to ten (10) prospective bidders, two (2) 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 on August 26, 2014. Five (5) companies chose to respond, none of which were local vendors. 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 a dump truck with 14 yard

capacity to Interstate Truck Center LLC, Stockton, CA , for a total estimated cost of $130,585, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2013-14 and carried forward into 2014-15, in account # 4100-45060-57003, 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, Water Division, through the Fleet Services Division, to Interstate Truck Center LLC, Stockton, CA .

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue a purchase order for a total estimated cost of $130,585.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of October, 2014, 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 LINDRGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-428

RESOLUTION APPROVING AN ENTERTAINMENT PERMIT FOR THE SUMMONING HALLOWEEN FESTIVAL 2014 AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE ENTERTAINMENT SPECIAL EVENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, the Summoning Halloween Festival 2014 is designed as the complete Halloween experience with a focus on creating the ultimate party environment, and

WHEREAS, there will be several local bands and DJs also playing at the event including a haunted maze and costume contest, 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 exits, and

WHEREAS, the Summoning Halloween Festival 2014 has procured Olympic International Security, Inc. to provide 20 security guards to assist 8 Modesto Police Officers 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 heard by the Entertainment Committee on October 2, 2014 but a no vote was taken 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 The Summoning Halloween Festival 2014 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 Entertainment Special Event 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 28th day of October, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-429

Print

RESOLUTION AMENDING THE FY 2014-15 CAPITAL IMPROVEMENT BUDGET IN THE AMOUNT OF $175,000 TO INCREASE REVENUE AND EXPENSE BUDGETS FOR THE "AIRFIELD STUDIES" PROJECT (No. 100431) WHICH WILL RECOGNIZE THE TOTAL GRANT FUNDING THAT HAS BEEN AWARDED FOR THIS PROJECT

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility, and is required to meet Federal Aviation Administration (FAA) standards, including performing airfield studies, and

WHEREAS, the FAA previously identified stormwater and drainage concern items in and around the airport, and

WHEREAS, Council approved an agreement with Kimley-Horn and Associates (KHA) by Resolution No. 2013-343, to perform a Drainage study at the airport, and

WHEREAS, Council approved Resolution No. 2014-216 for an amended agreement with KHA that changed and expanded the scope of the Drainage Study and was retitled the Airfield Stormwater Infrastructure Master Plan and increased the budgeted amount from $65,000 to $261,315, and

WHEREAS, the FAA approved the expanded Stormwater Infrastructure Master Plan and FAA grant funds are available in Airport Improvement Project (AIP) 3-06-0153-35 (35), and

WHEREAS, a budget adjustment needs to occur in order to recognize the increased grant funding from the FAA in both revenues and expense for Project No. 100431 (Airfield Studies) in the amount of $175,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a budget adjustment to Project No. 100431 "Airfield Studies" changing the allocated budgeted revenues and expenses amount from $230,000 to $405,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-430

A RESOLUTION APPROVING A WATER WELL / RIGHT-OF-WAY LEASE AGREEMENT WITH BEARD LAND IMPROVEMENT COMPANY FOR THE WATER WELL SITE ON SPENKER AVENUE FOR CITY WELL 225 (BEARD NO. 25 – BUDGET PACK PUMP LOT) FOR A TEN YEAR TERM FOR A TOTAL ANNUAL COST OF $30,000 AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS the City of Modesto acquired the Del Este water system which included well sites that were leased from Beard Land Improvement Company.

WHEREAS the City of Modesto has continued to lease these sites from the Beard Land Improvement Company and the leases are due for renewal.

WHEREAS City Utility Water Services staff continue to maintain and operate these wells to provide water production for the City's water system.

WHEREAS City Utilities staff has recently negotiated new lease rates, staff believes it is in the best interests of the City to take this action.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a water well/right-or-way lease agreement with Beard Land Improvement Company for the water well site on Spenker Avenue (City Well 225) for a ten-year term for a total annual cost of $30,000.

BE IT FURTHER RESOLVED that the Interim 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 October, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-431

Print

A RESOLUTION APPROVING A WATER WELL / RIGHT-OF-WAY LEASE AGREEMENT WITH BEARD LAND IMPROVEMENT COMPANY FOR THE WATER WELL SITE ON FARRAR AVENUE FOR CITY WELL 279 (BEARD NO. 79 – FARRAR PUMP LOT) FOR A TEN YEAR TERM FOR A TOTAL ANNUAL COST OF $30,000 AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS the City of Modesto acquired the Del Este water system which included well sites that were leased from Beard Land Improvement Company.

WHEREAS the City of Modesto has continued to lease these sites from the Beard Land Improvement Company and the leases are due for renewal.

WHEREAS City Utility Water Services staff continue to maintain and operate these wells to provide water production for the City's water system.

WHEREAS City Utilities staff has recently negotiated new lease rates, staff believes it is in the best interests of the City to take this action.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a water well/right-or-way lease agreement with Beard Land Improvement Company for the water well site on Farrar Avenue (City Well 279) for a ten-year term for a total annual cost of $30,000.

BE IT FURTHER RESOLVED that the Interim 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 October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-432

A RESOLUTION APPROVING A WATER WELL / RIGHT-OF-WAY LEASE AGREEMENT WITH MODESTO AND EMPIRE TRACTION COMPANY (M&ET) FOR THE WATER WELL SITE ON YOSEMITE BOULEVARD FOR CITY WELLS 291 AND 292 (M&ET NO. 91 AND 92 – MARIPOSA E AND W PUMP LOT) FOR A TEN-YEAR TERM AT FOR A TOTAL ANNUAL COST OF $30,000, AND AUTHORIZING THE INTERIM CITY MANGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS the City of Modesto acquired the Del Este water system which included well sites that were leased from the Modesto and Empire Traction Company.

WHEREAS the City of Modesto has continued to lease these sites from the Modesto and Empire Traction Company and the leases are due for renewal.

WHEREAS City Utilities Water Services staff continue to maintain and operate these wells to provide water production for the City's water system.

WHEREAS City Utilities staff has recently negotiated new lease rates, staff believes it is in the best interests of the City to take this action.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a water well/right-of-way lease agreement with Modesto and Empire Traction Company for City Wells 291 and 292 for a ten-year term for a total annual cost of $30,000.

BE IT FURTHER RESOLVED that the Interim 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 October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-433

A RESOLUTION APPROVING A WATER WELL / RIGHT-OF-WAY LEASE AGREEMENT WITH MODESTO AND EMPIRE TRACTION COMPANY (M&ET) FOR THE WATER WELL SITE ON S. MC CLURE ROAD FOR CITY WELL 308 (M&ET NO. 1 PUMP LOT) FOR A TERM OF TEN YEARS FOR A TOTAL ANNUAL COST OF $30,000, AND AUTHORIZING THE INTERIM CITY MAANGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS the City of Modesto acquired the Del Este water system which included well sites that were leased from the Modesto and Empire Traction Company.

WHEREAS the City of Modesto has continued to lease these sites from the Modesto and Empire Traction Company and the leases are due for renewal.

WHEREAS City Utilities Water Services staff continue to maintain and operate these wells to provide water production for the City's water system.

WHEREAS City Utilities staff has recently negotiated new lease rates, staff believes it is in the best interests of the City to take this action.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a water well/right-of-way lease agreement with Modesto and Empire Traction Company for the water well site on S. McClure Road (City Well) 308 for a ten-year term for a total annual cost of $30,000.

BE IT FURTHER RESOLVED that the Interim 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 October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-434

RESOLUTION ACCEPTING THE WORK BY KNIFE RIVER CONSTRUCTION FOR THE "OAKDALE ROAD 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 $1,506,884

WHEREAS, a report has been filed by the Director of Utilities that the Oakdale Road Rehabilitation Project has been completed by Knife River Construction in accordance with the contract agreement dated August 7, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Oakdale Road Rehabilitation Project is hereby accepted as complete from said contractor, Knife River Construction 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 $1,506,884 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 28th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-435

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE DOWNSTREAM WATER SYSTEM IMPROVEMENTS TIER 2 PRESSURE REGULATING VALVES PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH HOBBS CONSTRUCTION, INC., OF FRESNO, CALIFORNIA IN THE AMOUNT OF $2,280,000, 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 2 Pressure Regulating Valves project, and City staff recommends approval by the City Council, and

WHEREAS, the bid received for the Downstream Water System Improvements Tier 2 Pressure Regulating Valves project was opened at 11:00 a.m. on September 30, 2014, and later tabulated by the Director of Utilities for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $2,280,000 received from Hobbs Construction, Inc., of Fresno, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Hobbs Construction, 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 Tier 2 Pressure Regulating Valves project, accepts the bid of Hobbs Construction, Inc., of Fresno, California in the amount of $2,280,000, and awards Hobbs Construction, Inc. the contract for the Downstream Water System Improvements Tier 2 Pressure Regulating Valves.

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 28th day of October, 2014, 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. 2014-436

RESOLUTION APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR DESIGN SUPPORT DURING CONSTRUCTION FOR DOWNSTREAM WATER SYSTEM IMPROVEMENTS TIER 2 PRESSURE REGULATING VALVES PROJECT IN AN AMOUNT NOT TO EXCEED $69,169 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $6,917 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $76,086, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, this project will construct critical water improvements consisting of pressure regulating valves at selected Modesto Irrigation District points of distribution into the City water distribution system, and

WHEREAS, the eleven separate Pressure Regulating Valves are needed to efficiently move surface water from MID Regional Water Treatment Plant (MRWTP) throughout the City water distribution system, and

WHEREAS, HDR Engineering, Inc. (HDR) is the design engineering consultant for the Downstream Water System Improvements Tier 2 Pressure Regulating Valves project, and

WHEREAS, due to the size and complexity of the project, construction support services from HDR are needed to facilitate construction activities, and

WHEREAS, the scope of services for the Engineering Support During Construction (ESDC) agreement includes: 1) Provide project management and coordination of HDR's staff and subconsultants; 2) Attend construction progress meetings and visit construction sites as required; 3) Provide technical oversight of project activity, including review of submittals and shop drawings; 4) Respond to Requests for Information (RFIs); 5) Review and make recommendations for potential change orders; 6) Provide field design support services during construction to the City; 7) Assist with

permitting issues during construction; and 8) Post-Construction Services: Provide record drawings as documented by the Contractor's marked-up drawings, and

WHEREAS, these support services will promote timely and successful construction of the project while also reducing the City's risk, and

WHEREAS, an agreement with HDR for ESDC will cover the start-up of the project and the six months estimated for construction, and

WHEREAS, therefore, staff recommends approving the agreement with HDR Engineering, Inc. for Design Support During Construction for the Downstream Water System Improvements Tier 2 Pressure Regulating Valves project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with HDR Engineering, Inc. for Design Support During Construction for Downstream Water System Improvements Tier 2 Pressure Regulating Valves project in an amount not to exceed $69,169 for the identified scope of services, plus $6,917 for additional services (if needed), for a maximum total amount of $76,086.

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 October, 2014, 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. 2014-437

RESOLUTION APPROVING A USAGE POLICY FOR THE USE OF CITY FACILITIES FOR NEIGHBORHOOD WATCH GROUPS

WHEREAS, the City of Modesto has developed a use policy to allow free use of City facilities for Neighborhood Watch Groups, and

WHEREAS, all use of City facilities may include restrictions, requirements, or limitations, as determined by the City of Modesto, and

WHEREAS, at its discretion, the city may include additional requirements – or otherwise make adjustments or changes to the existing policy – as it is deemed necessary, and,

WHEREAS, the Modesto Police Department will provide up to $20,000 in fAB109 funding on a case by case basis as long as funds are available, and

WHEREAS, these AB109 funds cannot be used for any other purposes than to open and close the facility.

WHEREAS, the Safety and Communities Committee met on October 13, 2014 26, 2014, and recommended forwarding this policy to City Council for review and approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto that it hereby approves the Use Policy for the use of City Facilities for Neighborhood Watch Groups.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-438

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MODESTO AND SOUTH MODESTO BUSINESS UNITED FOR A 50-SQUARE FOOT ELECTRONIC MESSAGE BOARD SIGN TO BE LOCATED ON TURLOCK IRRIGATION DISTRICT PROPERTY AT THE SOUTHWEST CORNER OF CROWS LANDING ROAD AND W. HATCH ROAD; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, South Modesto Business United has approached the City with a proposal to install a 50-square foot "informational" electronic message board sign to be located on Turlock Irrigation District property at the southwest corner of Crows Landing Road and W. Hatch Road, and

WHEREAS, said sign is to be used for the purpose of advertising community events in Modesto, and

WHEREAS, South Modesto Business United wishes to enter into an agreement with the City of Modesto regarding the installation and operation of said sign, and

WHEREAS, as an informational sign authorized by the City of Modesto and operated by South Modesto Business United, the sign is exempt from the provisions of Section 10-6.105(a)(2) of Article 1 of Chapter 6 of Title 10 of the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement between the City of Modesto and South Modesto Business United for a 50-square foot electronic message board sign to be located on Turlock Irrigation District property at the southwest corner of Crows Landing Road and W. Hatch Road.

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 October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-439

RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF MODESTO AND SOUTH MODESTO BUSINESS UNITED FOR THE INSTALLATION AND MAINTENANCE OF BANNERS ON THE STEEL STANDARD STREET LIGHTS LOCATED ALONG CROWS LANDING ROAD, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT

WHEREAS, South Modesto Business United has approached the City with a proposal to install and maintain banners on the steel standard street lights located along Crows Landing Road, and

WHEREAS, said banners are to be used for the purpose of informing the public of upcoming holidays and other local events in Modesto, and

WHEREAS, South Modesto Business United wishes to enter into a License Agreement with the City of Modesto regarding the installation and maintenance of said banners, and

WHEREAS, under the City of Modesto sign code, South Modesto Business United shall maintain the banners in a good state of repair and operating conditions, all in accordance with good engineering practices and applicable governmental rules and regulations, and

WHEREAS, as set forth in the Modesto Municipal Code section 10-6-111, signs and all supporting structures must be maintained a presentable condition at all and shall be removed or replaced when tattered or sun bleached and shall be similar in nature to the ones the Downtown Improvement District has installed in Downtown Modesto.

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

that it hereby approves a License Agreement between the City of Modesto and South Modesto Business United for the installation and maintenance of banners on the steel standard street lights located along Crows Landing Road.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of October, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-440

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF FUEL CARD-LOCK SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, FLEET SERVICES DIVISION TO BOYETT PETROLEUM, 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 INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED ANNUAL COST OF $2,358,980, AND OVER FIVE (5) YEARS OF $11,794,900

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of fuel card-lock services, and

WHEREAS, the Purchasing Division issued RFP No. 1314-38 Fuel Card-Lock Services to twenty-five (25) prospective proposers, six (6) 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, one of which was a local company, and

WHEREAS, both companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of two (2) City staff members and one technical expert outside the City 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 fuel card-lock services for the Department of Public Works, Fleet Services Division to Boyett Petroleum, Modesto, 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 $2,358,980, and over five (5) years of $11,794,900, 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 fuel card-lock services to Boyett Petroleum, Modesto, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15, in Appropriation Unit: 5400-53255-52220.

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 fuel card-lock services for the Public Works Department, Fleet Services Division to Boyett Petroleum, 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 Interim City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $2,358,980.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of October, 2014, 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, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-441

Print

A RESOLUTION ENCOURAGING the 113th CONGRESS TO ENACT COMPREHENSIVE IMMIGRATION REFORM

WHEREAS, the United States continues to be a place that fosters the ideas of freedom, opportunity, and safety from political oppression;

WHEREAS, the State of California's has historically received immigrants from around the world and these people have had significant contributions to the California economy;

WHEREAS, the City of Modesto has always been proud of its diversity and vibrant immigrant community;

WHEREAS, immigrants have been a significant portion of Modesto's growth, bringing new life and investment to our City's neighborhoods, educational systems, and commercial endeavors;

WHEREAS, many immigrants work, own homes, open businesses, and contribute to the economic, social, and cultural well-being of the City;

WHEREAS, above all, issues around immigration are at the forefront of local, state, and national arena;

WHEREAS, the City of Modesto recognizes that immigration reform will impact everything from deportation and border patrol, to the education system, to grants and scholarships, to wages and workforce debates, and the human elements of discrimination and fairness;

WHEREAS, immigration reform is an important federal issue and must occur in a comprehensive, thoughtful manner guided by our nation's values of due process, civil and

human rights, accountability, and proportionality.

THEREFORE BE IT RESOLVED THAT the Council of the City of Modesto hereby encourages the 113th United States Congress to enact Comprehensive Immigration Reform and;

THEREFORE BE IT FURTHER RESOLVED THAT the City Clerk is directed to send this resolution to the President of the United States, the Speaker of the United States House of Representatives, the President of the United States Senate, and the Honorable Members of the 113th Congress representing 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, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-442

Print

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR $310,864 TO PROVIDE THE CITY WITH CONSTRUCTION AND ENVIRONMENTAL DOCUMENTATION FOR THE TUOLUMNE RIVER REGIONAL PARK GATEWAY PARCEL - PHASE 2 PROJECT

WHEREAS, the development of the Tuolumne River Regional Park is desired by the Council and residents, and

WHEREAS, the City Council, on September 13, 2005, by Resolution No. 2005-472, approved the Tuolumne River Regional Park Gateway Parcel Precise Plan, and

WHEREAS, on August 28, 2014 City staff issued an RFP for Phase 2 Construction and Environmental Documentation, and

WHEREAS, on September 23, 2014 City staff received proposals from four (4) design consultants for Phase 2 Construction and Environmental Documentation, and

WHEREAS, on October 7, 2014 a selection panel interviewed the four (4) firms and determined that Populous of San Francisco, CA was the most qualified firm to provide the City with Construction and Environmental Documentation, and

WHEREAS, Populous and the City could not negotiate an Agreement for the Scope of Work defined in the RFP at a cost that would be within the design budget, and

WHERAS, City staff then terminated negotiations with Populous and began negotiations with the second most qualified firm, AECOM Technical Services, Inc., and

WHEREAS, City staff recommends a Professional Services Agreement with AECOM Technical Services, Inc. to provide Construction and Environmental Documentation for the development of the Tuolumne River Regional Park Gateway Parcel – Phase 2 project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Professional Services Agreement with AECOM Technical Services, Inc., for the development of Construction and Environmental Documentation for the Tuolumne River Regional Park Gateway Parcel – Phase 2 project in an amount not to exceed $310,864,

BE IT FURTHER RESOLVED that the Interim 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, 2014, 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. 2014-443

RESOLUTION APPROVING A SECOND AMENDMENT TO HOME LOAN DOCUMENTS AND ASSIGNMENT AND ASSUMPTION AGREEMENT, FOR THE PROJECT KNOWN AS "TOWER PARK SENIOR HOUSING", AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on February 22, 2011, by Resolution No. 2011-062, the Council approved a HOME loan for the Tower Park Senior Housing project in the amount of $2.7 million, 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 development of Tower Park Senior Housing, and

WHEREAS, in June of 2014, the Developer was approved to receive a reservation of 2014 low-income housing tax credits, and

WHEREAS, as part of the requirements for the allocation of the tax credits, the applicant must be able to begin construction within 180 days, or December 7, 2014, from the date the Credit Reservation was awarded by the Tax Credit Allocation Committee (TCAC), and

WHEREAS, on June 11, 2014, TCAC issued a 180-day deadline letter to meet readiness to proceed requirements. TCAC provided a list of required documentation including a limited partnership agreement executed by the general partner and the investor providing the equity, and

WHEREA, SAHA and ABHOW have formed a Limited Partnership known as Tower Park, L. P., a California limited partnership (Assignee) and SAHA and ABHOW (Assignors) as its General Partner. SAHA and ABHOW are requesting the City approve

an assignment to assign and delegate all of its rights, titles and related obligations under the loan documents to transfer its interest in the property to assignee and the assignee will assume all of the assignor's duties under the loan documents. Under the HOME loan agreements such assignment must be approved in writing by the City of Modesto therefore, the City Council should authorize the City Manager or his designee to prepare and execute any and all related documents necessary to implement the assignment, assumption of the HOME Loan documents and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Second Amendment to HOME Loan Documents and Assignment and Assumption Agreement, for the project known as "Tower Park Senior Housing, Agreement.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the Interim City Manager, or his designee, to execute all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-444

Print

RESOLUTION APPROVING A NEIGHBORHOOD STABILIZATION PROGRAM II FIRST AMENDMENT TO LOAN DOCUMENTS AND ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE PROJECT KNOWN AS "TOWER PARK SENIOR HOUSING", AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on December 11, 2012, by Resolution No. 2012-521, the Council approved an allocation of minimum of $100,000 in NSP2 funds to the Tower Park project, with a not to exceed amount of $250,000 for predevelopment activities.

WHEREAS, in June of 2014, the Developer was approved to receive a reservation of 2014 low-income housing tax credits, and

WHEREAS, as part of the requirements for the allocation of the tax credits, the applicant must be able to begin construction within 180 days or December 7, 2014 from the date the Credit Reservation was awarded by the Tax Credit Allocation Committee (TCAC), and

WHEREAS, on June 11, 2014, TCAC issued a 180-day deadline letter to meet readiness to proceed requirements. TCAC provided a list of required documentation including a limited partnership agreement executed by the general partner and the investor providing the equity, and

WHEREAS, SAHA and ABHOW have formed a Limited Partnership known as Tower Park, L. P., a California limited partnership (Assignee) and SAHA and ABHOW (Assignors) as its General Partner. SAHA and ABHOW are requesting the City approve an assignment to assign and delegate all of its rights, titles and related obligations under the loan documents to transfer its interest in the property to assignee and the assignee will

assume all of the assignor's duties under the loan documents. Under the NSP2 loan agreements such assignment must be approved in writing by the City of Modesto therefore, the City Council should authorize the Interim City Manager or his designee to prepare and execute any and all related documents necessary to implement the assignment, assumption of the NSP2 Loan documents and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a First Amendment to NSP2 Loan Documents and Assignment and Assumption Agreement, for the project known as "Tower Park Senior Housing, Agreement.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the Interim City Manager, or his designee, to execute all related documents necessary.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014- 445

RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LOAN DOCUMENTS FOR CONSTRUCTION OF OFF-SITE IMPROVEMENTS FOR THE TOWER PARK SENIOR HOUSING PROJECT AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on December 10, 2013, by Resolution No. 2013-450, City Council approved an $118,000 in CDBG funds in the first Amendment to the Fiscal Year 2012-2013 HUD Annual Action Plan be used for off-site construction, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Community Block Grant (CDBG) loan for construction of off-site improvements for the Tower Park Senior Housing Project.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the Interim City Manager, or his designee, to execute all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014-446

RESOLUTION APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) ESTOPPEL, ASSIGNMENT AND ASSUMPTION AGREEMENT, GRANT DEED, AFFORDABLE HOUSING COVENANT AND NOTICE OF AFFORDABILITY RESTRICTIONS FOR PROJECT KNOWN AS "TOWER PARK SENIOR HOUSING, AND AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED DOCUMENTS NECESSARY TO CARRY OUT THE OBLIGATIONS OF THE CITY, AS THE HOUSING SUCCESSOR AGENCY

WHEREAS, on June 27, 2006, by Resolution No. 7-2006, the Redevelopment Agency (RDA) approved the purchase of 17th & G Streets property, also known as "Tower Park", and

WHEREAS, the RDA Housing Set-Aside Fund now the City of Modesto as the Housing Successor Agency to the Redevelopment Agency of the City of Modesto owns "Tower Park" and has maintained the parcel as a park with the intent to build an affordable senior housing project on site, and

WHEREAS, the City as the Housing Successor Agency to the Redevelopment Agency of the City of Modesto must approve the revised Disposition Development Agreement (DDA), Assignment and Assumption Agreement, Grant Deed, Affordable Housing Covenant and Notice of Affordability Restriction for the Tower Park Senior Housing Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Disposition Development Agreement (DDA) Estoppel, Assignment and Assumption Agreement, Grant Deed, Affordable Housing Covenant and Notice of Affordability Restrictions,

BE IT FURTHER RESOLVED by the Council that it hereby authorizes the Interim City Manager or his designee to execute all documents necessary to carry out the obligations of the City, as the Housing Successor Agency.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014-447

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND MULTI-YEAR PROJECT BUDGETS TO REFLECT APPROVED ALLOCATIONS APPROVED IN THE FIRST AMENDMENT TO THE 2013-2014 ANNUAL ACTION PLAN AND FUNDED IN THE INTEGRATED DISBUSEMENT & INFORMATION SYSTEM (IDIS) FOR THE PROJECT KNOWN AS "TOWER PARK SENIOR HOUSING", AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, certain budgetary transactions are necessary in the total amount of $3,661,640, in order to fund construction of required off-site improvements of, and otherwise generally fund, the Tower Park Senior Housing Project, and

WHEREAS, the Fiscal Year 2014-2015 Annual Operating and Multi-year project 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 annual operating and multi-year project budget for the Community Development Block Grant and "Tower Park Senior Housing" project (100753).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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

Project Name: Tower Park
Project Fund: 1170 – HOME
Operating Fund : 1130 – Community Development Block Grant
The Multi-Year Project and Annual Operating Budget will be amended as follows:

Revenues	Increase/ (Decrease)	Description
To:		
MY – 1170-39999-42030-100753	$3,425,640	Intergov - Federal – Housing Urban Development - Current Year
MY – 1170-39999-61130-100753	$118,000	Transfer In from 1130
15 – 1130-38300-42030	$118,000	Intergov - Federal – Housing Urban Development - Current Year
Total	$3,661,640	

Expenses		
To:		
MY-100753 – 9952009 – Direct Loans	$1,902,632	PRN.HOME Program
MY-100753 – 9952010 – Direct Loans	$1,523,008	PRN.HOME Program
MY-100753 – CDBG – Direct Loans	$118,000	PRN.HOME Program
15-1130-38300-71170	$118,000	Transfer Out to 1170
Total	$3,661,640	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-448

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 MULTI-YEAR OPERATING BUDGET TO RECOGNIZE ADDITIONAL 2013/2014 STATE LAW ENFORCEMENT SUPPLEMENTAL FUNDING (SLESF) REVENUE RECEIVED IN THE AMOUNT OF $277,745 AND TO PROGRAM OFFSETTING EXPENSES IN A LIKE AMOUNT; AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

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, State Law Enforcement Supplemental Funding (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, on October 22, 2013, Council approved, by Resolution No. 2013-381, accepting the State Law Enforcement Supplemental Funding in the amount of at least $100,000 for police overtime, training, technology and equipment, and amending the FY 2014/2015 Multi-Year Budget, and

WHEREAS, this action recognizes additional revenue received over that budgeted and programs offsetting expenses within those expense categories identified in the original SLESF Expenditure Plan,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/2015 Multi-Year Operating Budget to recognize additional 2013-2014 State Law Enforcement Supplemental Funding (SLESF) revenue received in the amount of $277,745 and to program offsetting expenses in a like amount, as shown in **Exhibit A attached** hereto.

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, 2014, 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

SLESF 2013-14
1340-Operation Block Grants

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1340-19998-42140-100776	$ 277,557	Intergov – State-SLESF Revenue
MY-1340-19998-48010-100776	$ 188	Interest Revenue on Bank Acct.
TOTAL:	**$ 277,745**	

Expenses:

To:		
MY-100776-Appr A-51200	($5,000)	Overtime
MY-100776-Appr C-52300	$67,000	Tools & Field Supplies
MY-100776-Appr C-52301	($52,925)	Computer Equip < $5K
MY-100776-Appr C-53025	($9,000)	Training Exp
MY-100776-Appr C-52305	($5,000)	Office Equip <$5K
MY 100776-Appr C-52304	($16,000)	Communication Equip <$5K
MY-100776-Appr C-57002	$75,348	Furnishings & Office Equip>$5K
MY-100776-Appr C-57003	$125,000	Vehicles >$5K
MY-100776-Appr C-57005	$ 98,322	IT Equip >$5K
TOTAL	**$277,745**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-449

RESOLUTION 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 $151,805; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS

WHEREAS, on May 27, 2014, the City Council, by Resolution No. 2014-204, 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 $151,805, and

WHEREAS, the City of Modesto will use its allocation of $116,640 to purchase 800 Mhz Radios, and

WHEREAS, the County of Stanislaus will use its allocation of $31,558 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, 2013, 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 May 20, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts 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 $151,805.

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 4th day of November, 2014, 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. 2014-450

RESOLUTION AMENDING THE MULTI-YEAR 2014/15 OPERATING BUDGET, ESTIMATING REVENUE OF $116,640 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AND APPROPRIATING FUNDS

WHEREAS, on May 27, 2014, the City Council, by Resolution No. 2014-204, 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 $151,805, and

WHEREAS, recommended distribution of the 2013 grant is as follows:

Stanislaus County Probation	$ 7,890
Stanislaus County Sheriff	$ 23,668
Stanislaus County (Admin Fee)	$ 3,607
Modesto Police Department	$116,640

WHEREAS, the City of Modesto will use its allocation of $116,640 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 calendar days after the end of each quarter, and

WHEREAS, the project start date is October 1, 2013, 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 amending the Multi-Year 2014/2015 Operating Budget as indicated in **Attachment** A, which is attached hereto.

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, 2014, 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

Attachment A: Budget Adjustment for 2014 BJAG Grant

Fund 1341- Operation Grants Reimbursed:

Expense:	Increase/ (Decrease)	Description of Account
To:		
MY-100840-Appr. C	$ 116,640	Comm. Equipment < $5K
Revenue:		
To:		
MY-1341-19998-42040-100840	$ 116,640	Intergov – Federal – Dept. of Justice

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-451

RESOLUTION AMENDING THE MULTI-YEAR 2014/15 OPERATING BUDGET TO CREATE A NEW MULTI-YEAR PROJECT FOR THE P25 INTEROPERABILITY CONSTRUCTION IN FUND 1342 (GRANTS – POLICE) AND TO ESTABLISH THE EXPENSE BUDGET FOR THE PROJECT OF $130,000; AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, in 2008, MACRO Corp recommended a county-wide, 14 site, 700-800MHz, P25 compliant, linear simulcast trunking system be installed to replace all existing communication systems in the county, and

WHEREAS, this system will provide much needed inter-operability between all agencies and improve radio communications countywide, and

WHEREAS, a partnership was formed between the City and County and the P25 Linear Simulcast Digital Trunking Public Safety Communications System project was launched, and

WHEREAS, utilizing the combined grant funding awarded to the City and County for this purpose, it was agreed project focus would be on the most populated cities along the Highway 99 corridor (Turlock, Ceres and Modesto) and primarily enhance law enforcement response, and

WHEREAS, on December 13, 2011, City Council authorized, by Resolution No. 2011-473, Stanislaus County to issue and award the proposal for the P25 Simulcast Digital Trunking Public Safety Communication System; and authorized Stanislaus County to take the lead on this project working closely with City of Modesto Purchasing Division, and

WHEREAS, a Request for Proposal was issued and following a competitive bid process, on April 3, 2012, the Board of Supervisors approved an Agreement with Tait North America, Inc., and

WHEREAS, funding for the project was coming from a series of grants secured by both the City of Modesto and Stanislaus County, and

WHEREAS, Tait North America, Inc. has nearly completed its contractual obligation for Phase I and the Phase II scope of work has been defined with a cost estimate of $436,932, including construction, equipment and installation of the equipment, and

WHEREAS, included in the $436,932 are approximately $110,000 in construction costs that are unallowable costs under the federal grants that are funding this project (i.e., permits, engineering plans, hoisting communication tower and bolting it down, boring holes in walls, etc.), and

WHEREAS, the Modesto Police Department has identified funding within existing appropriations to fund these costs,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Multi-Year 2014/2015 Operating Budget to create a new multi-year project for the P25 Interoperability Construction in Fund 1342 (Grants – Police) and to establish the expense budget for the project of $130,000, as indicated in **Attachment** A, which is attached hereto.

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, 2014, 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

Budget Adjustment 1
This budget adjustment (1 of 3) is to be made to reduce appropriations in the operating budget in Cost Center 19320-Field Operations in the amount of $130,000. These funds are being reallocated to provide the necessary funding for unallowable grant costs associated with the build out of the P25 Interoperability Project. Funds will be transferred to Fund 1342 – Grants – Police, Project Account No. 100839.

Expenses:

From:	**Increase/(Decrease)**	**Description**
FY15-0100-19320-53300	($130,000)	Professional Services
TOTAL	**($130,000)**	

Budget Adjustment 2
This budget adjustment (2 of 3) is being made to transfer funding in the amount of $130,000 from the Fund 0100-General Fund to Fund 1342 – Grants – Police. These funds are being reallocated to provide the necessary funding for unallowable grant costs associated with the build out of the P25 Interoperability Project. Funds will be transferred to Project 1342-19998-100839 wherein these non-grant eligible expenses will be incurred.

Transfers between Fiscal Year Cost Center (Expenses) and Projects (Revenue)

From:	**Increase/(Decrease)**	**Description**
FY15-0100-70100-71342-000000	$130,000	Transfer Out from Fund 0100 to Fund 1342
To:		
FY15-1342-61342-60100-100839	$130,000	Transfer In to Fund 1342 from Fund 0100

Budget Adjustment 3
This budget adjustment (3 of 3) is being made to program offsetting expenses in the NEW MY Project account 1342-19998-53300-100839 – P25 Interoperability Project. Revenues come via a transfer in from the General Fund (See Budget Adjustment 2 of 3). This action will program offsetting expenses in the amount of $130,000 to fund the cost of project expenses deemed unallowable under the 2009 COPS Technology Grant for the P25 Simulcast Digital Trunking Public Safety Communication System.

Expenses:	**Increase/(Decrease)**	**Description**
To:		
MY-100839-Appr Unit C-53300-Professional Services	$130,000	MPD Administration
TOTAL:	**$ 130,000**	

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-452

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 OPERATING BUDGET TO REDUCE THE POLICE DEPARTMENT BUDGET IN THE GENERAL FUND IN THE AMOUNT OF $130,000 (0100-70100-71342) AND TO ESTABLISH A TRANSFER FROM THE GENERAL FUND (FUND 0100) TO THE GRANTS – POLICE FUND (FUND 1342) IN THE AMOUNT OF $130,000 TO FUND THE P25 INTEROPERABILITY CONSTRUCTION MULTI-YEAR PROJECT EXPENSE BUDGET; AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, in 2008, MACRO Corp recommended a county-wide, 14 site, 700-800MHz, P25 compliant, linear simulcast trunking system be installed to replace all existing communication systems in the county, and

WHEREAS, this system will provide much needed inter-operability between all agencies and improve radio communications countywide, and

WHEREAS, a partnership was formed between the City and County and the P25 Linear Simulcast Digital Trunking Public Safety Communications System project was launched, and

WHEREAS, utilizing the combined grant funding awarded to the City and County for this purpose, it was agreed project focus would be on the most populated cities along the Highway 99 corridor (Turlock, Ceres and Modesto) and primarily enhance law enforcement response, and

WHEREAS, on December 13, 2011, City Council authorized, by Resolution No. 2011-473, Stanislaus County to issue and award the proposal for the P25 Simulcast Digital Trunking Public Safety Communication System; and authorized Stanislaus County to take the lead on this project working closely with City of Modesto Purchasing Division, and

WHEREAS, a Request for Proposal was issued and following a competitive bid process, on April 3, 2012, the Board of Supervisors approved an Agreement with Tait North America, Inc., and

WHEREAS, funding for the project was coming from a series of grants secured by both the City of Modesto and Stanislaus County, and

WHEREAS, Tait North America, Inc. has nearly completed its contractual obligation for Phase I and the Phase II scope of work has been defined with a cost estimate of $436,932, including construction, equipment and installation of the equipment, and

WHEREAS, included in the $436,932 are approximately $110,000 in construction costs that are unallowable costs under the federal grants that are funding this project (i.e., permits, engineering plans, hoisting communication tower and bolting it down, boring holes in walls, etc.), and

WHEREAS, the Modesto Police Department has identified funding within existing appropriations to fund these costs,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/2015 Operating Budget to reduce the Police Department budget in the General Fund in the amount of $130,000 (0100-70100-71342) and to establish a transfer from the General Fund (Fund 0100) to the Grants- Police Fund (Fund 1342) in the amount of $130,000 to fund the P25 Interoperability Construction Multi-year project expense budget, as indicated in **Attachment** A, which is attached hereto.

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, 2014, 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

Budget Adjustment 1

This budget adjustment (1 of 3) is to be made to reduce appropriations in the operating budget in Cost Center 19320-Field Operations in the amount of $130,000. These funds are being reallocated to provide the necessary funding for unallowable grant costs associated with the build out of the P25 Interoperability Project. Funds will be transferred to Fund 1342 – Grants – Police, Project Account No. 100839.

Expenses:

From:	Increase/(Decrease)	Description
FY15-0100-19320-53300	($130,000)	Professional Services
TOTAL	**($130,000)**	

Budget Adjustment 2

This budget adjustment (2 of 3) is being made to transfer funding in the amount of $130,000 from the Fund 0100-General Fund to Fund 1342 – Grants – Police. These funds are being reallocated to provide the necessary funding for unallowable grant costs associated with the build out of the P25 Interoperability Project. Funds will be transferred to Project 1342-19998-100839 wherein these non-grant eligible expenses will be incurred.

Transfers between Fiscal Year Cost Center (Expenses) and Projects (Revenue)

From:	Increase/(Decrease)	Description
FY15-0100-70100-71342-000000	$130,000	Transfer Out from Fund 0100 to Fund 1342
To:		
FY15-1342-61342-60100-100839	$130,000	Transfer In to Fund 1342 from Fund 0100

Budget Adjustment 3

This budget adjustment (3 of 3) is being made to program offsetting expenses in the NEW MY Project account 1342-19998-53300-100839 – P25 Interoperability Project. Revenues come via a transfer in from the General Fund (See Budget Adjustment 2 of 3). This action will program offsetting expenses in the amount of $130,000 to fund the cost of project expenses deemed unallowable under the 2009 COPS Technology Grant for the P25 Simulcast Digital Trunking Public Safety Communication System.

Expenses:	Increase/(Decrease)	Description
To:		
MY-100839-Appr Unit C-53300-Professional Services	$130,000	MPD Administration
TOTAL:	**$ 130,000**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-453

RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $130,000 TO TAIT NORTH AMERICAN, INC., FOR CONSTRUCTION RELATED EXPENSES ASSOCIATED WITH THE INSTALLATION OF THE P25 LINEAR SIMULCAST DIGITAL TRUNKING COMMUNICATION SYSTEM; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL OF $130,000

WHEREAS, in 2008, MACRO Corp recommended a county-wide, 14 site, 700-800MHz, P25 compliant, linear simulcast trunking system be installed to replace all existing communication systems in the county, and

WHEREAS, this system will provide much needed inter-operability between all agencies and improve radio communications countywide, and

WHEREAS, a partnership was formed between the City and County and the P25 Linear Simulcast Digital Trunking Public Safety Communications System project was launched, and

WHEREAS, utilizing the combined grant funding awarded to the City and County for this purpose, it was agreed project focus would be on the most populated cities along the Highway 99 corridor (Turlock, Ceres and Modesto) and primarily enhance law enforcement response, and

WHEREAS, on December 13, 2011, City Council authorized, by Resolution No. 2011-473, Stanislaus County to issue and award the proposal for the P25 Simulcast Digital Trunking Public Safety Communication System; and authorized Stanislaus County to take the lead on this project working closely with City of Modesto Purchasing Division, and

WHEREAS, a Request for Proposal was issued and following a competitive bid process, on April 3, 2012, the Board of Supervisors approved an Agreement with Tait North America, Inc., and

WHEREAS, funding for the project was coming from a series of grants secured by both the City of Modesto and Stanislaus County, and

WHEREAS, Tait North America, Inc. has nearly completed its contractual obligation for Phase I and the Phase II scope of work has been defined with a cost estimate of $436,932, including construction, equipment and installation of the equipment, and

WHEREAS, included in the $436,932 are approximately $110,000 in construction costs that are unallowable costs under the federal grants that are funding this project (i.e., permits, engineering plans, hoisting communication tower and bolting it down, boring holes in walls, etc.), and

WHEREAS, the Modesto Police Department has identified funding within existing appropriations to fund these costs,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the issuance of a Purchase Order in an amount not to exceed $130,000 to Tait North America, Inc., for construction related expenses associated with the installation of the P25 Linear Simulcast Digital Trunking Communication System.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an an amount not to exceed $130,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014-454

A RESOLUTION APPROVING A CHANGE ORDER IN THE AMOUNT OF $509,726.70 TO A PURCHASE ORDER ISSUED TO GILLIG LLC FOR TWENTY-TWO (22) LOW FLOOR TRANSIT BUSES; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CHANGE ORDER IN THAT AMOUNT, AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO MAKE PAYMENT TO GILLIG LLC FOR AN AMOUNT UP TO $44,000 TO COVER UNANTICIPATED BUS PRODUCTION AND DELIVERY EXPENSES THAT MIGHT ARISE PRIOR TO CITY BUS ACCEPTANCE

WHEREAS, the City desires to purchase twenty-two (22) transit buses for use with its Modesto Area Express (MAX) fixed route transit system, and

WHEREAS, on January 7, 2014, the City Council approved issuance of a purchase order to Gillig LLC in the amount of $11,018,739.87 for the purchase of twenty-two (22) buses, and

WHEREAS, City staff met with Gillig LLC to finalize the specifications for the buses to be built, and identified several significant improvements to the specification that resulted in a cost increase of $509,726.70 for the entire bus order and a revised final price of $11,528,466.57, and

WHEREAS, issuance of a change order in the amount of $509,726.70 to Gillig LLC is needed to cover the revised cost of the buses, and

WHEREAS, City staff recommends that an additional $44,000 be available as a contingency to cover the cost of production issues that might arise during assembly of the 22 buses, and as might otherwise occur prior to City acceptance of the buses, and

WHEREAS, it is necessary that City staff be authorized to expend the contingency amount as necessary to resolve issues that might be encountered prior to City acceptance of the buses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes issuance of a change order to Gillig LLC for twenty-two (22) low floor transit buses in the amount of $509,726.70 , including tax, and authorizing the city manager, or his designee, to execute a change order in that amount.

BE IT FURTHER RESOLVED that the Director of Public Works be authorized to make payment to Gillig LLC for an amount not to exceed $44,000 to cover unanticipated expenses that might occur prior to delivery of the buses.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014-455

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET IN THE AMOUNT OF $509,727 TO FUND A CHANGE ORDER ISSUED TO GILLIG LLC FOR THE PURCHASE OF TWENTY-TWO (22) TRANSIT BUSES

WHEREAS, certain budgetary transactions are necessary in the amount of $509,727, in order to fund a change order issued to Gillig LLC for the purchase of twenty-two (22) transit buses, 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 4th day of November, 2014, 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

Request for Budget Adjustment
(Fiscal Year Operating Cost Centers)

Contact Person: Maria Garnica
Telephone: 571-5118
Submitting Department: PW

Council Action Date:
Resolution Number:
Date Submitted by Dept: 10/15/2014

Fund Title: Fixed Route Max Operations I
Fiscal Year being Adjusted: 14/15

FY	-	Fund	-	Cost Center	-	Account	Current Budget	Increase/ (Decrease)	Revised Budget	Description of Account
Revenues										
FROM										
15	-	4560	-	53430	-	42194	$4,760,841	$509,727	$5,270,568	Intergov - State Prop 1B Transit
TO										
	-		-		-				$0	
									$0	
	-		-		-				$0	
Expenses										
FROM										
	-		-		-				$0	
	-		-		-				$0	
	-		-		-				$0	
TO										
	-		-		-				$0	
15		4560		53430		57003	$11,237,740	$509,727	$11,747,467	Vehicle Over $5,000
	-		-		-				$0	

Justification for Budget Adjustment

Amend FY14/15 Operating Budget to fund a change order to Gillig LLC in the amount of 509,726.70 for the purchase of 22 buses, and authorizing the public Works to approve up to $44,000 in contingency expenses.

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: _____ Completed By: _____

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-456

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE TRANSIT BUILDING RESTROOM REMODEL PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH RMC ENTERPRISES, INC. OF FRESNO, CALIFORNIA IN THE AMOUNT OF $255,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Transit Building (also known as the Transportation Center) Restroom Remodel, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Transit Building Restroom Remodel were opened at 11:00 a.m. on September 9, 2014, and later tabulated by the Director of Public Works for the consideration of the Council, and

WHEREAS, the Director of Public Works has recommended that the bid of $255,000 received from RMC Enterprises, Inc. of Fresno, California be accepted as the lowest responsible and responsive bid and the contract be awarded to RMC Enterprises, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Transit Building Restroom Remodel, accepts the bid of RMC Enterprises, Inc. of Fresno, California in the amount of $255,000, and awards RMC Enterprises, Inc. the contract for the Transit Building Restroom Remodel.

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 4th day of November, 2014, 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. 2014-457

RESOLUTION AUTHORIZING THE SUBMISSION OF THE CITY'S LOCAL TRANSPORTATION FUND (LTF) FY2014/15 CLAIM IN THE AMOUNT OF $682,927 TO THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG)

WHEREAS, the Stanislaus Council of Governments (StanCOG) has informed the City that Local Transportation Funds (LTF) funds have been apportioned by StanCOG for allocation to the City, and

WHEREAS, this Claim for "Other Purposes" is the formal request by the City to StanCOG to release its apportionment of LTF funds for streets and bicycle purposes received during FY 2013/14, and

WHEREAS, LTF funds provide the required local match for Federal funds received for the purpose of street projects, and

WHEREAS, two percent (2%) of all LTF funds available to StanCOG are designated to be used for bicycle and pedestrian projects, and

WHEREAS, the City has prepared its LTF Claim for Fiscal Year 2014/2015 pursuant to Articles 4 and 8 of Chapter 4 of Part 11, Division 10 of the California Public Utilities Code, and

WHEREAS, Council action authorizing submission of the claim is required by StanCOG pursuant to Section 99261 of the California Public Utilities Code before any LTF funding can be released to the City,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes submission of the City's Local Transportation Fund Claim for Fiscal Year 2014/2015, in the amount of $682,927, to the Stanislaus Council of Governments.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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. 2014-458

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 7455 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-013) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 7455 River Nine Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 7455 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 4th day of November, 2014, 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. 2014-459

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND, NAVDEEP BALI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND KANWAL SINGH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 7455 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-013), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 7455 River Nine Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 7455 River Nine Drive in Del Rio (APN: 004-093-013).

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 4th day of November, 2014, 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. 2014-460

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 809 COUNTRY CLUB DRIVE IN DEL RIO (APN: 004-007- 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 809 Country Club Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 809 Country Club 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 4th day of November, 2014, 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. 2014-461

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND JAMES S. WEST AND JESSIE L. WEST, TRUSTEES OF THE JAMES AND JESSIE WEST REVOCABLE TRUST FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 809 COUNTRY CLUB DRIVE IN DEL RIO (APN: 004-007-015), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 809 Country Club Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 809 Country Club Drive in Del Rio (APN: 044-007-015).

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 4th day of November, 2014, 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. 2014-462

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 7465 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-018) 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.2012-203, and

WHEREAS, it amended City of Modesto Municipal Code section 11-1.05 and Council Policy 5.001 relating to water connection charges, and

WHEREAS, it required that the City Manager, upon the recommendation of the Director responsible for utility system planning, to request City Council approval for all extensions of water and sewer services into unincorporated areas, and

WHEREAS, the property located at 7465 River Nine Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 7465 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 4th day of November, 2014, 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. 2014-463

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND KANWAL SINGH, AND RAMINDER K. PANDHER, HUSBAND AND WIFE, AS JOINT TENANTS, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 7465 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-018), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 7465 River Nine Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and inside 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 7465 River Nine Drive in Del Rio (APN: 004-093-018).

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 4th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-464

Print

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PRELIMINARY DESIGN REPORT FOR HEADWORKS AND DRYDEN BOX IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED $458,557 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $45,856 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $504,413, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City's Sutter Plant Headworks, Dryden Box and Influent Flumes are in need of improvements to extend their service life, improve reliability and increase capacity, and

WHEREAS, the Wastewater Treatment Master Plan (WWTMP) identified improvements to the Sutter Plant Headworks and Influent Flumes, and

WHEREAS, Operations and Maintenance staff have identified the need for improvements to the Dryden Box to address corrosion damage, and

WHEREAS, the project's scope of work is a combination of the WWTMP identified projects as well as improvements identified by Operations and Maintenance staff, and

WHEREAS, wastewater flow enters the Headworks and is pumped by four enclosed screw pumps to the mechanically-cleaned bar screens, and

WHEREAS, the bar screens in the Headworks and Cannery Segregation Pump Station are to be replaced with finer screening to allow for more efficient removal of debris that has previously passed through into the clarifiers and digesters, and

WHEREAS, the HVAC system inside the Headworks needs replacement due to corrosion, and

WHEREAS, the existing grit removal process is ineffective for fine materials which has a negative effect on the digester process, and

WHEREAS, the fine grit accumulates in the digesters, reducing capacity and requiring more frequent cleaning, and

WHEREAS, the grit removal system is to be modified to improve efficiency and reduce operations and maintenance costs, and

WHEREAS, the existing Influent Flumes have poor entrance conditions and the liners are slightly deformed resulting in inaccurate meter readings, and

WHEREAS, the flumes require hydraulic improvements to straighten the upstream flows to correct the issues, and

WHEREAS, additionally there are gates upstream of the flumes that are currently not accessible, making it difficult for City staff to operate and maintain, and

WHEREAS, the Dryden Box is the junction structure that combines flows from four of the City's major trunk lines, and

WHEREAS, it has suffered corrosion damage from the hydrogen sulfide gases and is need of rehabilitation, and

WHEREAS, Operations staff has also identified a joint separation in one of the trunk lines connecting to the junction structure, and

WHEREAS, this is a major concern as there could be potential settlement of the trunk line or possibly even the Dryden Box itself, and

WHEREAS, considering the mechanical, structural and hydraulic complexity of the components involved with these improvements, expertise will be necessary to evaluate design alternatives, and

WHEREAS, the level of effort anticipated to evaluate the alternatives and prepare a Preliminary Design Report (PDR) for these projects is beyond the availability of current staffing, and

WHEREAS, therefore, considering the expertise needed and current staff workload, staff is recommending the use of an engineering consultant to complete the PDR, and

WHEREAS, on September 3, 2013, by Resolution 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects, and

WHEREAS, three proposals were received on July 3, 2014, and were reviewed by a selection committee that consisted of engineering and Operations & Maintenance staff from the City's Utilities Department, and

WHEREAS, the selection committee determined that Carollo Engineers, Inc. (Carollo) was the most responsive and qualified firm to prepare the PDR for the Headworks and Dryden Box Improvements, and

WHEREAS, on September 3, 2013, by Resolution 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects. In accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, UP&P staff issued a Request for Proposal (RFP) to the prequalified list of five firms for Engineering Design Services for Wastewater/Storm Drain projects, and

WHEREAS, three proposals were received on July 3, 2014, and were reviewed by a selection committee that consisted of engineering and Operations & Maintenance staff from the City's Utilities Department, and

WHEREAS, the selection committee determined that Carollo Engineers, Inc. (Carollo) was the most responsive and qualified firm to prepare the PDR for the Headworks and Dryden Box Improvements, and

WHEREAS, Carollo has completed several projects for the City and has provided exceptional service, and

WHEREAS, the scope of services to be provided under this agreement includes: 1) Coordination of meetings and workshops with City staff; 2) Preliminary site investigation including topographic survey and utility coordination; 3) Evaluation of WCSMP-identified projects and design alternatives; 4) Hydraulic evaluation of viable options; 5) Providing a condition assessment of the Dryden Box and Headworks; and 6) Completion of the 35% design (plans, specifications and estimate) for the Headworks and Dryden Box Improvements, and

WHEREAS, given the high priority for completion of these projects, staff recommends approval of an agreement with Carollo to prepare the PDR for the Headworks and Dryden Box Improvements,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. for Preliminary Design Report for Headworks and Dryden Box Improvements in an amount not to exceed $458,557 for the identified scope of services, plus $45,856 for additional services (if needed), for a maximum total amount of $504,413.

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, 2014, 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. 2014-465

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE TANK 7 RECOAT PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH UTILITY SERVICE CO., INC. OF PERRY, GEORGIA IN THE AMOUNT OF $154,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Tank 7 Recoat project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Tank 7 Recoat project were opened at 11:00 a.m. on September 16, 2014, and later tabulated by the Director of Utilities for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $154,000 received from Utility Service Co., Inc. of Perry, Georgia be accepted as the lowest responsible and responsive bid and the contract be awarded to Utility Service Co., Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Tank 7 Recoat project, accepts the bid of Utility Service Co., Inc. of Perry, Georgia in the amount of $154,000, and awards Utility Service Co., Inc. the contract for the Tank 7 Recoat 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 4th day of November, 2014, by Councilmember Madrigal, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-466

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ACCEPTING THE CITY CLERK'S CERTIFICATE OF SUFFICIENCY FOR INITATIVE PETITION 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

WHEREAS, on November 14, 2014, a Notice of Intent to Circulate Petition was published in the Modesto Bee regarding "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 as set forth in **Exhibit** "A"; and

WHEREAS, the City Clerk has prepared the Certificate of Sufficiency of Initiative Petition; and

WHEREAS, the Elections Code requires that if the Initiative Petition is found sufficient, the City Clerk shall certify the results of the examination to the City Council at its next regular meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that the City Council hereby accepts the Certificate of Sufficiency for the Initiative Petition prepared by the City Clerk **attached** as **Exhibit** "B".

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014 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 LINDGREN, City Attorney

REGISTRAR OF VOTER'S CERTIFICATE OF INITIATIVE PETITION

***I, LEE LUNDRIGAN, CLERK / RECORDER / REGISTRAR OF VOTERS** of the **County of Stanislaus, State of California,** do hereby certify:*

That the initiative petition referred to as the **City of Modesto Stamp Out Sprawl** was delivered to this office on **10/3/14** and that said petition consists of **936** sections;

That each section contains signatures purporting to be signatures of qualified electors of the County;

That attached to this petition at the time it was received was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this County, current and in effect at the respective purportive dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent: **10,509**
2. Number of signatures **VERIFIED:** 10,509
   - A. Number of signatures found **SUFFICIENT:** 9,747
   - B. Number of signatures found **NOT SUFFICIENT:** 762
     - 1. Not sufficient due to **duplicate signatures**: 137

Seal

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this 22nd day of October, 2014.

LEE LUNDRIGAN/ REGISTRAR OF VOTERS

BY: _____ Deputy

51201-Jan-10

Exhibit "A"

Petition Statistics

10/22/2014 4:05:03PM
STAMP OUT SPRAWL
2014 CITY OF MODESTO

Petition ID:1189

Total Sigs Required	0
Total Sigs Submitted	10,509
Total Sample Size	10,509
Total Sigs Verified	10,509

		TOTAL CHALLENGED
ADDMI	ADDRESS MISMATCH	
	Total	103
MSE	MAX SIGNATURE EXCEEDED	
	Total	137
NHS	NOT HIS/HER HANDWRITING	
	Total	337
NOSIG	NO SIGNATURE	
	Total	1
NR	NOT REGISTERED	
	Total	102
OC	OUT OF COUNTY/STATE	
	Total	1
SIGPR	SIGNATURE PRINTED	
	Total	6
WD	WRONG DISTRICT	
	Total	75
TOTAL		762

TOTAL VALID : 9,747

Exhibit "A"

MODESTO
CALIFORNIA

CERTIFICATION OF CITY CLERK

I, Stephanie Lopez, City Clerk of the City of Modesto, do hereby certify to the City Council of the City of Modesto that the number of signatures presented on the Petition for "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" is sufficient to qualify the Initiative for a regular election. Proponents of the Petition filed 936 Petition sections containing 10,509 signatures with the City Clerk's Office on October 1, 2014. Upon review of all the signatures that were submitted, 9,747 were determined to be valid signatures of registered voters in the City of Modesto. A total of 8,931 valid signatures were required. Therefore, the Petition is certified as to sufficiency of the number of signatures.

I certify this to the City Council of the City of Modesto at a meeting of the City Council held on November 4, 2014.

WITNESS my hand and the Official Seal of the City of Modesto, California, this 4th day of November, 2014.

_____

Stephanie Lopez, CMC
Modesto City Clerk

Exhibit "B"

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-467

RESOLUTION APPROVING THE THREE (3) COMPONENTS OF THE HIRING AND RECRUITMENT INCENTIVE ENHANCEMENT PROPOSAL FOR THE MODESTO POLICE DEPARTMENT

WHEREAS, in an effort to successfully attract and hire the highest quality candidates, the Modesto Police Department needs to provide appropriate monetary incentives to assist in its recruitment efforts, and

WHEREAS, the inclusion of a monetary hiring incentive will assist in distinguishing the Department from competing agencies, and

WHEREAS, three monetary recruitment incentives are proposed:

1. Recruitment Incentive for current employees for recruiting Police Officer Recruit, Police Officer Trainees, and Lateral Police Officers.
2. Lateral Police Officer Incentive (One year experience & Basic POST)
3. Police Officer Recruit (POR) and Police Officer Trainee (POT) Incentive

, and

WHEREAS, the incentives are recommended as a contractual four (4) year incentive package, and

WHEREAS, incentive recipients choosing to voluntarily leave the Modesto Police Department in advance of their fifth anniversary shall be contractually required to repay the applicable prorated portion of the monetary incentive, and

WHEREAS, the Modesto Police Department will have the ability to suspend or cancel the program in the event that staffing is no longer a concern or if fiscal constraints require that it be halted, and

WHEREAS, the Police Cadet positions will be funded through salary savings from vacant positions that naturally occur throughout the fiscal year, and

WHEREAS, anticipated annual cost per year would be:

15 Police Cadets @ $21,644/yr. = $324,660,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the three (3) components of the Hiring and Recruitment Incentive Enhancement Proposal for the Modesto Police Department.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-468

RESOLUTION AMENDING THE CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATIONS OF POLICE CADET AND LAW ENFORCEMENT ACADEMY RECRUIT

WHEREAS, on October 2, 2014, Human Resources completed a classification audit, and

WHEREAS, as a result, it is the recommendation to create the classification of Police Cadet at salary range 1103, and

WHEREAS, on October 7, 2014, Human Resources completed a classification audit, and

WHEREAS, as a result, it is the recommendation to create the classification of Law Enforcement Academy Recruit at salary range 1122, and

WHEREAS, the Modesto Police and Fire Non-Sworn Association has been notified of the intent to add the classification of Police Cadet and Law Enforcement Academy Recruit to the bargaining units, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revision 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:that it hereby approves amending the Classification Plan for the City of Modesto to create the classificatons of Police Cadet and Law Enforcement Academy Recruit.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-469

Print

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2009-246 TO REVISE THE CLASS RANGE TABLE FOR PUBLIC SAFETY NON-SWORN CLASSES TO ADD THE SALARY RANGE FOR POLICE CADET TO SALARY RANGE 1103; AND TO ADD THE SALARY RANGE FOR LAW ENFORCEMENT ACADEMY RECRUIT TO SALARY RANGE 1122

WHEREAS, Council desires to amend Exhibit "A" of Resolution No. 2009-246 which approves the Class Range Table for Public Safety Non-Sworn Classes, and

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

SECTION 1. AMENDMENT TO RESOLUTION NO. 2009-246, Exhibit "A" entitled, "City of Modesto Class Range Table Public Safety Non-Sworn Classes Effective November 4, 2014" is hereby amended as shown on Exhibit "A" entitled, "City of Modesto Class Range Table Public Safety Non-Sworn Classess Effective November 4, 2014," which is **attached** hereto and made part hereof as though set forth in full herein. Said amended **Exhibit** "A" changes the Class Range Table Public Safety Non-Sworn Classes to add the salary range for Police Cadet to Salary Range 1103; and to add the salary range for Law Enforcement Academy Recruit to Salary Range 1122.

SECTION 2. EFFECTIVE DATE. The resolution shall become effective on and after November 4, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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 LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
PUBLIC SAFETY NON-SWORN CLASSES
Effective November 4, 2014

RANGE	TITLE
1103	**Police Cadet**
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 Police Community Service Officer I
1118	Fire Prevention Inspector I
1119	Police Animal Control Officer II Police Community Service Officer II
1121	Police Crime and Intelligence Analyst I
1122	Fire Prevention Inspector II Police Officer Recruit Police Technician **Law Enforcement Academy Recruit**
1123	Police Identification Technician I
1125	Police Crime and Intelligence Analyst II
1126	Senior Fire Prevention Inspector
1127	Police Identification Technician II

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-470

Print

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 2014/2015 AS ADOPTED IN THE OPERATING BUDGET FOR THE POLICE DEPARTMENT TO ADD FIFTEEN (15) .50 FTE POLICE CADET POSITIONS

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 October 7, 2014, Human Resources completed a classification audit, and

WHEREAS, as a result, it is the recommendation to create the classification of Police Cadet at salary range 1103, and

WHEREAS, the Modesto Police and Fire Non-Sworn Association has been notified of the intent to add the classification of Police Cadet to the bargaining units, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revision to the Classification Plan shall be effective upon adoption of resolution of the City Council, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:that it hereby approves amending the Position Allocation for Fiscal Year 2014-15 as follows:

1. Add fifteen (15) .50 FTE Police Cadet positions.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2014, 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 LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-471

RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT WITH RBF CONSULTING FOR ADDITIONAL SCOPE OF WORK NOT INCLUDED IN THE ORIGINAL AGREEMENT FOR CONSULTANT SERVICE FOR THE DESIGN OF ROSELLE AVENUE BETWEEN FLOYD AVENUE AND SYLVAN AVENUE IN AN AMOUNT NOT TO EXCEED $87,964 FOR THE IDENTIFIED SCOPE OF SERVICES NOT INCLUDED IN THE ORIGINAL AGREEMENT, PLUS $18,073 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $379,536, AND AUTHORIZING THE DISTRICT ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, this project includes roadway improvements on Roselle Avenue between Floyd Avenue and Sylvan Avenue, and

WHEREAS, on August 14, 2007, by Resolution No. 2007-504, the City Council approved an agreement RBF Consulting for Consultant Services for the Design of the Roselle Avenue Widening Project, and

WHEREAS, the Original Agreement totaled $242,649 for the identified scope of services, plus $36,397 for additional services (if needed), and

WHEREAS, additional services in the amount of $15,100 were approved on June 5, 2008, and

WHEREAS, additional services in the amount of $9,950 were approved on October 6, 2008, and

WHEREAS, additional services in the amount of $5,800 were approved on January 28, 2009, and

WHEREAS, plans and specifications were originally completed in 2009, however due to the inability of the City to acquire all of the needed right of way, construction was unable to proceed, and

WHEREAS, on May 3, 2011, the City Council held a public hearing to begin eminent domain proceedings to acquire the needed property, and

WHEREAS, on September 4, 2013, a settlement was reached in Superior Court and the City acquired all of the needed right of way for the project, and

WHEREAS, since 2009, standards have changed requiring the plans and specifications to be modified, and

WHEREAS, RBF provided a scope of services totaling $87,964 to complete the required plan and specification revisions, and

WHEREAS, the amendment also includes an additional $18,073 for additional services if needed, and

WHEREAS, the total contract amount including the original contract plus this proposed amendment is $379,536, and

WHEREAS, City staff recommends approving this amendment to agreement with RBF to cover the additional scope of work that was not included in the original for the Roselle Avenue widening project between Floyd Avenue and Sylvan Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves this amendment to agreement with RBF Consulting for additional scope of work not included in the Original Agreement for consultant service for the design of Roselle Avenue between Floyd Avenue and Sylvan in an amount not to exceed $87,964 for the identified scope of services, plus $18,073 for additional services (if needed), for a maximum total amount of $379,536.

BE IT FURTHER RESOLVED that the District Administrator, 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 25th day of November, 2014, 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. 2014-472

RESOLUTION AMENDING CITY COUNCIL POLICY 5.001 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 UNINCORPORATED AREAS

WHEREAS, the authority to grant the extension of water services into unincorporated areas is contained in Section 11-1.05 of the Modesto Municipal Code and City Council Policy 5.001, and

WHEREAS, City Council Policy 5.001 clarifies the City's position on the extension of water service into unincorporated areas and designates specific conditions that are required before the extension of service, and

WHEREAS, this policy requires City Council approval for all extensions of water services into unincorporated areas,

WHEREAS, many areas that need service agreements are routine and repetitive in nature and do not need the direct attention of the City Council,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending City Council Policy 5.001 allowing the City Manager, upon the recommendation of the Director responsible for utility system planning, to approve extensions of water services into the former Del Este Water Service Areas, as shown in **Attachment** 1.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

CITY OF MODESTO **CITY COUNCIL POLICY**	ORIGINAL EFFECTIVE DATE:	02/11/1959
	POLICY NUMBER:	5.001
	CITY DEPARTMENT:	Public Works

SUBJECT: **Extension of Water Service into Unincorporated Areas**

PURPOSE:
This policy clarifies the City's position on the extension of water service into unincorporated areas and designates specific conditions that are required of such service extensions which are in the best interest of the City.

BACKGROUND:
The extension of City water service into unincorporated areas allows development outside of the City limits and outside the Modesto Municipal Sewer District. For areas within the City's Sphere of Influence, this development is contrary to the objectives stated in the General Plan. The Modesto Urban Area General Plan, Community Growth Strategy, includes the following urban growth objectives:
(1) Urban growth should be directed, as long as economically feasible, to areas currently served with City services.
(2) Residential growth and development within the Modesto Urban Area General Plan shall take place only following annexation to the City.

These objectives are strengthened by the County's General Plan Goal 5 which directs the County to approve only that development which complements the general plans of cities within the County. In addition, the County is required to obtain approval from the adjacent city prior to discretionary development approval and, in the event of a conflict with development standards, the city's standards shall govern.

Also, the Modesto Municipal Code §11-1.05(b) states, in part: " ... In considering applications for furnishing water service to property located outside the City limits, the City Manager may impose such reasonable conditions to the granting of such privilege as the City Manager deems to be in the best interest of the City. The City Manager shall establish the conditions and the City Council shall approve said conditions from time to time by resolution." This City Council policy is adopted to establish the conditions whereby the City may approve the extension of water service into unincorporated areas.
For those areas outside the Sphere of Influence and inside the former Del Este service area, the extension of water service should be approved only on a case-by-case basis as stated in Item 2 below.

POLICY:
It is the policy of the City of Modesto that urban development occur within the City limits and within the Modesto Municipal Sewer District No.1 ("Sewer District") by City building permit rather than in the unincorporated fringe. For properties within the Sphere of Influence and outside the Sewer District, where annexation is not imminent, such development should be considered premature and water service should not be extended to the property. For properties outside the Sphere of Influence, approval shall be given on a case-by-case basis as stated below.

1. Property outside the City Limits, outside the Sewer District and inside the Sphere of Influence
Extension of water service to properties outside the City Limits, outside the Sewer District and inside the Sphere of Influence shall only be approved when annexation of the property is completed.

2. Property outside the City Limits, outside the Sphere of Influence and inside, contiguous to and near the former service area of Del Este Water Company
Water service extensions may be approved by the City on a case-by-case basis to properties located outside the City Limits, outside the Sphere of Influence and inside, contiguous to and near the former service area of Del Este Water Company. This approval may be granted when all of the following conditions are met:

a. The development has been authorized by the appropriate land use agency.
b. The property is within the former Del Este service area or is contiguous to and near the former Del Este service area.
c. It is reasonable for the City to extend the water service based on a plan to pay for service extension costs, the quantity of water used, the type of water use and the overall impact on the water system.

3. The City Manager, upon the recommendation of the Director responsible for utility system planning, must request City Council approval for all extensions of water and sewer services into unincorporated areas.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-473

Print

A RESOLUTION AMENDING CITY COUNCIL POLICY 5.002 ALLOWING THE CITY MANAGER, UPON THE RECOMMENDATION OF THE DIRECTOR RESPONSIBLE FOR UTILITY SYSTEM PLANNING, TO APPROVE FOR STANDARD EXTENSIONS OF SEWER SERVICES INTO UNINCORPORATED AREAS

WHEREAS, the authority to grant the extension of sewer services into unincorporated areas is contained in Section 5-6.309 of the Modesto Municipal Code and City Council Policy 5.002, and

WHEREAS, City Council Policy 5.002 clarifies the City's position on sewer service into unincorporated areas and specifies the implementation of the policy under specific circumstances and conditions, and

WHEREAS, this policy requires City Council approval for all extensions of sewer services into unincorporated areas,

WHEREAS, many areas that need service agreements are routine and repetitive in nature and do not need the direct attention of the City Council,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending City Council Policy 5.002 allowing the City Manager, upon the recommendation of the Director responsible for utility system planning, to approve extensions of sewer services into unincorporated areas that already has a Public Improvement Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

CITY OF MODESTO **CITY COUNCIL POLICY**	ORIGINAL EFFECTIVE DATE:	07/08/1974
	POLICY NUMBER:	5.002
	CITY DEPARTMENT:	C&ED

SUBJECT: Extension of Sewer Service into Unincorporated Areas

PURPOSE:
In order to clarify its position on sewer service into unincorporated areas, Council has adopted a policy statement regarding extension of sewer service into unincorporated areas.

BACKGROUND:
The Modesto Urban Area General Plan, Land Use Element, has as an urban growth objective to: "avoid the wasteful and inefficient sprawl or urban uses into the prime agricultural land surrounding the urban area." This objective is strengthened by a County General Plan, Land Use Element which features an Urban-Transition designation on Modesto's fringe with the intent that: "urban development should be permitted to occur only upon annexation to an adjacent city."

POLICY:
It is the policy of the City of Modesto that urban development occur within the City limits by City building permit rather than on the unincorporated fringe. In those cases where annexation is not imminent, such development should be considered premature and approved only in response to unique and overriding circumstances. Even then such approval should be made only with guarantees of ultimate provision of public sanitary sewerage facilities to the development.

Implementation:
1. Property within the Municipal Sewer District

The Municipal Sewer district is composed of the incorporated area of the City plus industrial areas surrounding the City including the Beard Industrial Area, the Tidewater Industrial Area, and the North 99 Industrial Area. Sewer service to properties within the Municipal Sewer District is a matter of right subject to available treatment capacity and the payment of appropriate fees and charges.

2. Property within the Urban Reserve Area as shown on the General Plan

Sewer service is not currently available to areas designated Urban Reserve on the General Plan land use map. Sewer service to these properties will have to await an amendment of the General Plan converting the Urban Reserve designation to urban land uses. An advisory vote of the voters in the City is required before sewer service can be extended to properties converted from Urban Reserve to urban land uses.

3. Property within the Boundary or Sphere of Influence of Another Public Agency

The Empire Sanitary District is totally within the Modesto sewer service area. The District is responsible for sewer service within the district boundaries. Sewage generated within the District boundaries is handled by the City of Modesto per agreement with the District. The area between the Tuolumne River and Hatch Road from the Southern Pacific railroad right of way east to Mitchell Road is within the City of Ceres sphere of influence. Portions of the area

have been annexed to Ceres. Sewer service within the area is the responsibility of Ceres. Sewage generated within the area is handled by the City of Modesto per agreement with Ceres.

4. Property that is Undeveloped in the Unincorporated Area and Within the Current Sewer Service Area

Undeveloped property in the unincorporated areas adjacent to the City should annex to the City prior to development. Only in special situations where annexation is not possible will sewer service be approved and only then on the basis of an agreement to annex when requested to do so by the City.

5. Property that is Developed in the Unincorporated Area and within the Current Sewer Service Area

a) Sewer Laterals Exist

Developed properties in the unincorporated areas adjacent to the City where sewer is available without extension of a sewer lateral may connect to the sewerage system by entering into a sewer service agreement with the City. The agreement provides for properties to annex to the City upon request.

b) Sewer Laterals Do Not Exist

Developed properties in the unincorporated areas adjacent to the City where sewer laterals do not exist to serve the property may request the creation of an appropriately sized sewer improvement district which reasonably assures an equitable distribution of sewer collection system costs in the area. Annexation is to accompany this process. If annexation is not possible, agreement to annex to the City of Modesto is required.

6. The City Manager, upon the recommendation of the Director responsible for utility system planning, must request City Council approval for all extensions of sewer services into unincorporated areas.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-474

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ONE (1) 2-WHEEL DRIVE AND TWO (2) 4-WHEEL DRIVE CHEVROLET TAHOE FIRE PATROL SUV VEHICLES FOR THE MODESTO FIRE DEPARTMENT THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO AMERICAN CHEVROLET, MODESTO, CA, AND AUTHORIZE THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $115,954

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) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV vehicles are included in the new vehicles and heavy equipment list authorized by the Interim City Manager, and

WHEREAS, the one (1) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV vehicles are used by the Modesto Fire Department. The Fire Department is in need of support vehicles. Several support vehicles will go back to other MRFA related entities as a result of the restructuring of the City's Fire Services, and

WHEREAS, the Purchasing Division issued an RFB for the purchase of one (1) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV vehicles to two (2) prospective bidders, one (1) of which was a local company, and

WHEREAS, the bid was opened in the City Purchasing Division on October 10, 2014. One (1) company chose to respond which was the local vendor. The local vendor 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 one (1) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV vehicles to American Chevrolet, Modesto, CA, for a total estimated cost of $115,954, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 0100-18610-53300, 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) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV vehicles 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 one (1) 2-wheel drive and two (2) 4-wheel drive Chevrolet Tahoe Fire Patrol SUV's for the Modesto Fire 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 $115,954.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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. LINDRGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-475

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 25th day of November, 2014, 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:	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

FISCAL YEAR 2014-15

COMMUNITY AND ECONOMIC DEVELOPMENT

A budget adjustment is necessary to establish a transfer in the amount of $5,946,513 from Village One $2 Debt Service Fund (3292) to Village One #2 Debt Reserve Fund (3293). The Village One #2 Debt Reserve Fund was created to track annual facilities special tax monies to be used for construction of authorized facilities. The monies remaining in the Village One #2 Debt Service Fund will be moved to the new fund (Fund 3293) to be tracked and used for semi-annual debt service payments and annual administration expenses connected therewith with the carrying out of this adjustment. This action is being carried out per the recommendation of the City's Bond Counsel.

A budget adjustment is necessary to reduce Intergov-State-Kaiser Revenue and Construction Expense related to the Kiernan/Dale Intersection Capital Improvement Project (100459) in the amount of $316,387, and transfer said funds to Intergov-State-Kaiser Revenue and Engineering/Design/Administration Expense in the American/Bangs Intersection Capital Improvement Project (100837). These funds will be applied towards Kaiser's negotiated share of the intersection improvements.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-476

Print

RESOLUTION THE AWARD OF BID FOR THE PURCHASE OF A VAC-CON COMBINATION SEWER CLEANER TRUCKS FOR THE UTILITIES DEPARTMENT, WASTEWATER AND STORMWATER COLLECTION DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) TO ATLANTIC MACHINERY, SILVER SPRING, MD, FOR AN ESTIMATED TOTAL COST OF $845,414

WHEREAS, the Utilities Department, Wastewater and Stormwater Collection Division utilizes Vac-Con combination sewer cleaner trucks to clean, maintain and repair sewer pipes, and

WHEREAS, using the Vac-Con combination sewer cleaner trucks clean out roots and grease in sewer lines, and

WHEREAS, the Vac-Con trucks will also be utilized to clean out storm drain lines and to provide flood control support during storm events, and

WHEREAS, the City Manager authorized the Purchasing Manager to access the terms of the National Joint Powers Alliance (NJPA), for the purchase of two (2) replacement Vac-Con Combination Sewer Cleaner trucks, with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy and utility equipment and issued contract #022014-AMI. The most responsive and responsible bidder that met the bid specifications was Atlantic Machinery, Inc., and 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 "accessing the terms" of the NJPA contract is an efficient and effective way to purchase the two (2) replacement Vac-Con Combination Sewer Cleaner trucks, 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 two (2) replacement Vac-Con Combination Sewer Cleaner trucks, by "accessing the terms" of the NJPA contract with Atlantic Machinery, Silver Spring, MD, will conform to MMC Section 8-3.204(d), and

WHEREAS, sufficient funds are budgeted in Fiscal year 2014-15 in the following appropriation units: 5409-53246-57003.

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) replacement Vac-Con Combination Sewer Cleaner trucks for the Utilities Department, Wastewater and

Stormwater Collection Division through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the National Joint Powers Alliance (NJPA) to Atlantic Machinery, Silver Spring, MD.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $845,414.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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. 2014-477

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE STANDARD AGREEMENT FOR CONSULTANT SERVICES WITH MANAGEMENT PARTNERS INC. FOR ASSISTANCE IN IMPLEMENTING THE STRATEGIC PLAN INITITIVES IN AN AMOUNT NOT TO EXCEED $45,000, AND AUTHORIZING THE DEPUTY CITY MANAGER, OR HER DESIGNEE, TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT

WHEREAS, on July 31, 2014 the City entered into a Standard Agreement for Consultant Services ("AGREEMENT") with Management Partners Inc. ("CONSULTANT") to provide assistance and guidance in implementing strategic plan initiatives, and,

WHEREAS, CONSULTANT submitted a multi-phased approach for implementation, and

WHEREAS, the original Agreement limited the Phase #1 expenditures to $49,000 for the strategic plan implementation services, and

WHEREAS, Phase #1 has been completed and additional funding is needed to allow for completion of Phase #2, the final phase of the strategic plan implementation, and

WHEREAS, CONSULTANT submitted an updated proposal with an anticipated cost of $45,000 for Phase #2, and

WHEREAS, funds are available in the General Fund account number 0100-02020-53300 for the additional services, and,

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 Management Partners Inc., for a total cost not to exceed amount of $45,000.

BE IT FURTHER RESOLVED that the Deputy City Manager, or her designee, is hereby authorized to execute the First Amendment to the Standard Agreement for Consultant Services with Management Partners Inc. as recommended.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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. 2014-478

RESOLUTION ACCEPTING THE AVOID THE TWELVE GRANT FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY, IN THE AMOUNT NOT TO EXCEED $35,000, TO REDUCE ALCOHOL RELATED FATAL AND INJURY TRAFFIC COLLISIONS IN STANISLAUS COUNTY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS

WHEREAS, The City of Modesto Police Department desires to undertake a certain project designated as Avoid the Twelve from the State of California Office of Traffic Safety (OTS), and

WHEREAS, the goal of the grant in the amount of $160,000 is to reduce alcohol related injuries and death within Stanislaus County and raise the awareness of the general public regarding the problems with drinking and driving, and

WHEREAS, the project was accepted for funding for a period of one year commencing on October 1, 2014 and ending on September 30, 2015, and

WHEREAS, the Ceres Police Department will administer the program, and

WHEREAS, the total amount of reimbursable overtime expenses for the Modesto Police Department for this grant shall not exceed $35,000.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Avoid the Twelve Grant from the State of California Office of Traffic Safety, in the amount not to exceed $35,000.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto, held on the 25th day of November, 2014, 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 LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-479

Print

A RESOLUTION AMENDING THE FISCAL YEAR 2014/15 MULTI-YEAR OPERATING BUDGET ESTIMATING REVENUE AND OFFSETTING EXPENSES NOT TO EXCEED $35,000, FOR THE AVOIDTHE TWELVE GRANT, TO REDUCE ALCOHOL RELATED FATAL AND INJURY TRAFFIC COLLISIONS IN STANISLAUS COUNTY; AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto Police Department, in partnership with Ceres, Turlock, Oakdale, Newman, Stanislaus County Probation Department, Sheriff's Office, and the California State University Police, will unite in "Avoid the Twelve" to reduce alcohol related fatal and injury traffic collisions in Stanislaus County, and

WHEREAS, the Ceres Police Department will have a Project Manager who will oversee administration and implementation of this county-wide program, and

WHEREAS, the City of Ceres Police Department will administer the reimbursement of the various law enforcement agencies that participate in the project, and

WHEREAS, the grant will commence on October 1, 2014 and end on September 30, 2015, and

WHEREAS, the City of Modesto Police Department shall be compensated in an amount not to exceed $35,000 for overtime on this program, and

WHEREAS, there is no local match required for this program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2014/2015 Multi-Year Operating Budget estimating revenue and offsetting expenses not to exceed $35,000, for the Avoid the Twelve Grant is hereby as indicated on **Exhibit** A.

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 25th day of November, 2014, 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

The Avoid the Twelve grant allocation for Fiscal Year 2014/2015 will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1341-19998-42199-100841	$ 35,000	Intergov – Miscellaneous Grants
TOTAL:	**$ 35,000**	

Expenses:		
To:		
MY-100841-51200 - Appr Unit A	$ 35,000	Overtime
TOTAL	**$35,000**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-480

A RESOLUTION AUTHORIZING STAFF TO APPLY FOR AVOID THE TWELVE AND ABC PARTY PATROL GRANTS AS THEY BECOME AVAILABLE IN THE FUTURE, UP TO $50,000, AMENDING THE MULTI-YEAR OPERATING BUDGET TO RECOGNIZE THE REVENUE AND OFFSETTING EXPENSES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, Avoid the Twelve was started in Stanislaus County in 2005, and

WHEREAS, this program includes representatives of the Ceres Police Department, Stanislaus Sheriff's Department, Turlock Police Department, Oakdale Police Department, Newman Police Department, California State University Stanislaus Police Department, Stanislaus County Probation Department, and the Modesto Police Department to work cooperatively to reduce alcohol related fatal and injury traffic collision in Stanislaus County, and

WHEREAS, participating agencies must agree to participate in all project related enforcement activities and take turns hosting enforcement operations on a mutually agreeable rotational basis with the other participating agencies, and

WHEREAS, resolutions authorizing the City Manager, or his designee, to sign grant applications and agreements and related forms, accept grant awards, and amend the budget are required with each grant package, and

WHEREAS, to simplify the grant application process, staff is requesting open ended resolutions, providing staff with an ongoing approval to accept Avoid the Twelve grants, up to $50,000, as the opportunities arise in the future, and amending the Multi-Year Operating Budget to recognize revenue and offsetting expenses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes staff to accept Avoid the Twelve and ABC Party Patrol grants, as they become available in the future, up to $50,000, amending the Multi-Year Operating Budget to recognize the revenue and offsetting expenses.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized 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 25th day of November, 2014, 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. 2014-481

A RESOLUTION ACCEPTING A TARGET GRANT FOR HEROES AND HELPERS, IN THE AMOUNT OF $3,000, TO PROVIDE FUNDING FOR "SHOP WITH A COP," AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, the Modesto Police Department applied and was awarded a Target grant totaling $3,000, and

WHEREAS, the application was for "Shop with a Cop" and will allow underprivileged and/or deserving children who will be selected from the community to have a shopping day with uniformed police personnel, and

WHEREAS, this grant will allow better community relations for the City of Modesto Police Department and positive contact with law enforcement and citizens, and

WHEREAS, there will be no fiscal impact to the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts a Target grant for Heroes and Helpers, in the amount of $3,000, to provide funding for "Shop with a Cop."

BE IT FURTHER RESOLVED that the Interim 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 25th day of November, 2014, 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. 2014-482

A RESOLUTION ACCEPTING A TARGET GRANT FOR A COMMUNITY GIVING GRANT, IN THE AMOUNT OF $3,000, TO PROVIDE FUNDING FOR "TECHNOLOGY FOR FIGHTING CRIME," AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, the Modesto Police Department applied and was awarded a Target grant totaling $3,000, and

WHEREAS, the application was for "Technology for Fighting Crime" and this equipment will be used to help us fight crime, and more importantly, keep the community safe, and

WHEREAS, there will be no fiscal impact to the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts a Target grant for Community Giving Grant, in the amount of $3,000, to provide funding for "Technology for Fighting Crime."

BE IT FURTHER RESOLVED that the Interim 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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-483

Print

A RESOLUTION AUTHORIZING STAFF TO ACCEPT TARGET GRANTS AS THEY BECOME AVAILABLE IN THE FUTURE, UP TO $20,000, AMENDING THE ANNUAL BUDGET TO RECOGNIZE THE REVENUE AND OFFSETTING EXPENSES, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, there are Target grants each year for various law enforcement equipment and programs, and

WHEREAS, resolutions authorizing the City Manager, or his designee, to sign grant applications and agreements and related forms, accept grant awards, and amend the budget are required with each grant package, and

WHEREAS, to simplify the grant application process, staff is requesting open ended resolutions, providing staff with an ongoing approval to accept Target grants, up to $20,000, as the opportunities arise in the future, and amend the annual budget to recognize revenue and offsetting expenses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes staff to accept annual Target grants, up to $20,000, as they become available in the future, amending the annual budget to recognize the revenue and offsetting expenses.

BE IT FURTHER RESOLVED that the Interim City Manager, or his designee, is hereby authorized 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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-484

Print

A RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 MULTI-YEAR OPERATING BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF $6,000 FOR TWO TARGET GRANTS TO PROVIDE FUNDING FOR TARGET HEROES AND HELPERS "SHOP WITH A COP" AND TARGET COMMUNITY AND GIVING GRANT FOR "TECHNOLOGY FOR FIGHTING CRIME"; AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the Modesto Police Department applied and was awarded two Target grants for funding for Target Heroes and Helpers "Shop with a COP" and Target Community and Giving Grant for "Technology for Fighting Crime", and

WHEREAS, the Operation Block Grants budget must be amended to reflect the grant revenue and costs associated with these programs, and

WHEREAS, there is no local match required for this program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2014/2015 Multi-Year Operating Budget is hereby amended as shown in **attachment 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 25th day of November, 2014, 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

The Target grant allocation for Fiscal Year 2014/2015 Multi-Year Operating Budget will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1340-19999-42503-100760 Grants/donations	$ 6,000	Intergov – Other Miscellaneous Target Heroes and Helpers and Technology for Fighting Crime
TOTAL:	**$ 6,000**	

Expenses:		
To:		
MY-100760-2015TH Appr Unit C	$ 3,000	52300-Tools & Field Supplies <$5K
MY-100760-2015TT Appr Unit C	$ 3,000	52038-Police Equipment < $5K
TOTAL	**$ 6,000**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-485

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND ALFONSO CATANEDA, A SINGLE MAN, FOR SEWER SERVICE FOR THE PROPERTY LOCATED AT 1404 THOMAS STREET IN THE ROBERTSON ROAD NEIGHBORHOOD, MODESTO, (APN: 037-025-052); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXCUTE THE AGREEMENT

WHEREAS, the property located at 1404 Thomas Street is not connected to the City's sewer system, and

WHEREAS, the property is located outside Modesto City limits, and inside the City's Sphere of Influence, and

WHEREAS, the property is inside the Modesto Municipal Sewer District No. 1, and

WHEREAS, The City of Modesto can and is willing to provide domestic sewer to the subject area, and

WHEREAS, the Stanislaus County Redevelopment Agency installed complete sewer infrastructure in the " neighborhood" and individual laterals to each parcel to connect the property to the City of Modesto'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 in an area with failing septic system, and

WHEREAS, the installation of the sewer service lines will upgrade the infrastructure in this already developed unincorporated area to facilitate a later annexation, and

WHEREAS, the sewer connection fees shall be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner is required to enter into an outside service agreement for sewer service with the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Outside Service Agreement for the property located at 1404 Thomas Street Modesto (APN: 037-025-052).

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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-486

Print

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH STANISLAUS COUNTY FOR THE CITY OF MODESTO TO ACT AS THE RECIPIENT OF FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 FORMULA FUNDS ON BEHALF OF STANISLAUS COUNTY AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MOU

WHEREAS, FTA Section 5307 funds are apportioned to the Modesto Urbanized Area (UZA) using a formula based on population and other factors, and

WHEREAS, the City of Modesto is designated by the FTA as the recipient of Section 5307 funds for the Modesto UZA, and

WHEREAS, Stanislaus County serves Oakdale and Riverbank, that are a part of the Modesto UZA, and the amount of money received by the UZA is partially based on the population of Oakdale and Riverbank, and

WHEREAS, Stanislaus County and StanCOG have asked the City of Modesto to act as a pass through for Section 5307 funds for the Stanislaus County, and

WHEREAS, the City of Modesto is prepared to accept the responsibility as grant recipient of FTA Section 5307 funds on behalf of Stanislaus County subject to approval of an MOU with Stanislaus County that describes the responsibilities of Stanislaus County and Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves an MOU with Stanislaus County for the City of Modesto to act as the recipient of FTA Section 5307 funds on behalf of Stanislaus County.

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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-487

Print

RESOLUTION AMENDING FISCAL YEAR (FY) 2014-2015 AIRPORT CAPITAL IMPROVEMENT BUDGET IN THE AMOUNT OF $1,125,705 TO INCREASE REVENUE AND EXPENSE BUDGETS FOR THE NEWLY CREATED AIRPORT IMPROVEMENT PROJECT (CIP NO. 100XXX) WHICH WILL BE FUNDED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT WITH A LOCAL MATCH

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility, and is required to meet Federal Aviation Administration (FAA) standards, including performing various studies and construction, and

WHEREAS, the FAA previously identified deficiencies in and around the airport, including Airway Obstruction, Perimeter Security, Apron and Runway areas, and

WHEREAS, Council approved Resolution 2014-301 granting the City Manager, or designee, the Authority to sign and execute Grant documents, and

WHEREAS, the FAA awarded Grant Funds under AIP 38 to the City of Modesto for listed projects, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the Airport Capital Improvement budget in the amount of $1,125,705 to utilize all FAA Grant Funds awarded under Airport Improvement Project (AIP) 3-06-0153-038 (38) and to increase the revenue and expense budgets in CIP No. 100XXX to reflect this amount.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-488

Print

RESOLUTION AMENDING FISCAL YEAR (FY) 2014-2015 CAPITAL IMPROVEMENT BUDGET TO REIMBURSE AIRPORT FUND RESERVES IN THE AMOUNT OF $78,500 FROM FEDERAL AVIATION ADMINISTRATION (FAA) GRANT FUNDS AWARDED TO THE NEWLY CREATED AIRPORT IMPROVEMENT PROJECT (CIP NO. 100XXX) FOR EXPENSES PAID RELATED TO THE AIRPORT OBSTRUCTION REMOVAL PROJECT (CIP NO. 100824) THAT WERE GRANT ELIGIBLE EXPENSES

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility, and is required to meet Federal Aviation Administration (FAA) standards, including performing various studies and construction, and

WHEREAS, the FAA previously identified deficiencies in and around the airport including Airway Obstruction, Perimeter Security, Apron and Runway areas, and

WHEREAS, Council approved Resolution 2014-238 amending the 2013-14 Multi-Year budget to create project 100824 and appropriating $78,500 from Airport Reserves to do initial funding of the Airway Obstruction Removal, and

WHEREAS, Resolution 2014-238 allowed for Airport Reserves to be reimbursed when FAA Grant Funds became available, and

WHEREAS, Council approved Resolution 2014-302, Authorizing the City Manager, or designee, to sign and execute FAA Grant Documents, and

WHEREAS, FAA Grant Funds were awarded to the City of Modesto in October 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the Capital Improvement Budget in the amount of $78,500 to reimburse the Airport Fund Reserves (4310) from FAA Grant Funds awarded under Airport Improvement Project (AIP) 3-06-0153-038 (38) in CIP 100XXX.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-489

Print

RESOLUTION ACCEPTING THE AIRPORT STORMWATER INFRASTRUCTURE MASTER PLAN

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility, and is required to meet Federal Aviation Administration (FAA) standards, including deficiencies related to stormwater and drainage, and

WHEREAS, the FAA previously identified deficiencies in and around the airport including drainage, and

WHEREAS, Council approved Resolution 2010-005 selecting Kimley-Horn Associates (KHA) as the best qualified consultant to perform certain engineering, design and construction management, and

WHEREAS, Council approved Resolution 2014-216 amending the agreement with KHA and expanding the Drainage Study to encompass all of the airport, renamed the Airport Stormwater Infrastructure Master Plan, and

WHEREAS, KHA has completed the Airport Stormwater Infrastructure Master Plan and has made certain findings and recommendations, and

WHEREAS, those certain findings and recommendations may be included in a future Airport Capital Improvement Plan (ACIP), and included in an FAA Grant Application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Airport Stormwater Infrastructure Master Plan.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-490

Print

RESOLUTION ACCEPTING THE AIRPORT ELECTRICAL AND SIGNAGE STUDY

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility, and is required to meet Federal Aviation Administration (FAA) standards, including deficiencies related to stormwater and drainage, and

WHEREAS, the FAA previously identified deficiencies in and around the airport including electrical and signage, and

WHEREAS, Council approved Resolution 2010-005 selecting Kimley-Horn Associates (KHA) as the best qualified consultant to perform certain engineering, design and construction management, and

WHEREAS, KHA has completed the Airport Electrical and Signage Study and has made certain findings and recommendations, and

WHEREAS, those certain findings and recommendations may be included in a future Airport Capital Improvement Plan (ACIP), and included in an FAA Grant Application

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Airport Electrical and Signage Study.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-491

Print

RESOLUTION APPROVING A JOINT POWERS AGREEMENT BETWEEN THE DEL PUERTO WATER DISTRICT 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 January 12, 2010, the City Council, by Resolution No. 2010-016, approved moving forward with a Regional Recycled Water Delivery System Feasibility Study (Phase 1 Feasibility Study) in partnership with the Del Puerto Water District (DPWD), and

WHEREAS, on April 27, 2010, the City Council, by Resolution No. 2010-149, approved an Amendment to the Cost-sharing Agreement with DPWD allowing the City of Modesto to fund the remainder of the Phase 1 Feasibility Study, which was completed in January 2011, and

WHEREAS, on May 22, 2012, the City Council, by Resolution 2012-180, approved the Cost-sharing Agreement for the Phase 2 Feasibility Study, which was completed in December 2013, and

WHEREAS, on February 25, 2014, the City Council, by Resolution 2014-68, approved a Cost-sharing Agreement for the Phase 3 Feasibility Study for all work necessary for the approval of use of the Delta Mendota Canal for conveyance of recycled water to DPWD, including all environmental work, permit approvals, and outreach, and

WHEREAS, the Phase 3 Feasibility Study is currently underway, and is expected to be completed by summer 2015, and

WHEREAS, in anticipation of the Phase 3 Feasibility Study completion, staffs from both Modesto and DPWD are seeking alternative funding sources, including State

Revolving Fund (SRF) loans and Propositions 84 grants, to fund the design and construction of the desired project, and

WHEREAS, the funding agencies typically enter into a funding agreement with a single entity, and

WHEREAS, since the current Phase 3 Cost-sharing Agreement Memorandum of Understanding does not constitute a single entity, both Modesto and DPWD have developed a Joint Powers Agreement (JPA), to formalize cooperative action by, and authority of, the agencies to mutually support activities to further the NVRRWP project, and

WHEREAS, Modesto has been designated as the Administering (lead) Agency of the JPA,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Joint Powers Agreement between the Del Puerto Water District 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 Joint Powers Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-492

Print

RESOLUTION APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR THE PRELIMINARY DESIGN REPORT FOR SONOMA TRUNK, SONOMA LIFT STATION, AND OAKDALE SEWER MAIN TO SONOMA TRUNK, IN AN AMOUNT NOT TO EXCEED $196,575 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $19,658 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $ 216,233, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Wastewater Collection System Master Plan (WWCSMP) identifies the Sonoma Trunk Extension and Lift Station as a system that must be constructed to serve future development of the Roselle/Claribel Comprehensive Planning District (CPD) located in the northeast area of the City, as

WHEREAS, the Sonoma Trunk is currently stubbed off at the intersection of Wood Sorrel Drive and Sylvan Avenue, which is relatively shallow, as

WHEREAS, therefore, it is necessary to install a lift station and force main to pump wastewater from the new development into the existing system, as

WHEREAS, the proposed improvements include a lift station near Sylvan Avenue and Aria Way, as well as a 27-inch diameter trunk in an un-named road within the CPD, from Sylvan Avenue to south of Mable Avenue, as

WHEREAS, property will need to be acquired for the lift station site and will depend on further development of the project design, as

WHEREAS, while the CPD evaluated the area bounded by Oakdale Road, Roselle Avenue, Sylvan Avenue and future extension of Claratina Avenue, there is an area adjacent to this boundary that is in need of sewer service improvements that will also connect to the Sonoma Trunk, as

WHEREAS, this area is located at the southeast corner of Oakdale and Sylvan, as

WHEREAS, the proposed Capital Improvement Program (CIP) project for this area includes a sewer main on Oakdale Road from Post Office Drive to Sylvan Avenue to the Sonoma Trunk, as

WHEREAS, since these proposed improvements are within the same general area and impact the Sonoma Trunk, there is a benefit in combining this design effort with the Sonoma Trunk Extension and Lift Station to prepare a more comprehensive design for this overall area, as

WHEREAS, the level of effort anticipated to evaluate the alternatives and prepare a Preliminary Design Report (PDR) for these projects is beyond the availability/capability of current staffing, as

WHEREAS, therefore, staff is recommending the use of an engineering consultant to complete the PDR, as

WHEREAS, on September 3, 2013, by Resolution No. 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects, as

WHEREAS, four proposals were received on July 3, 2014, and were reviewed by a selection committee that consisted of Engineering and Operations & Maintenance staff from the Utilities Department, as

WHEREAS, the selection committee determined that HDR Engineering, Inc. (HDR) was the most responsive and qualified firm to prepare the PDR for the Sonoma Trunk, Sonoma Lift Station, and Oakdale Sewer Main to Sonoma Trunk, as

WHEREAS, the scope of services to be provided under this agreement includes: 1) Coordination of meetings and workshops with City staff; 2) Preliminary site

investigation including topographic survey and utility coordination; 3) Evaluation of WCSMP-identified projects and design alternatives; 4) Hydraulic evaluation of viable options; and 5) Completion of the 35% design (plans, specifications and estimate) for these improvements, as

WHEREAS, staff recommends approval of an agreement with HDR to prepare the PDR for the Sonoma Trunk, Sonoma Lift Station, and Oakdale Sewer Main to Sonoma Trunk,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with HDR Engineering, Inc. for Preliminary Design Report for Sonoma Trunk, Sonoma Lift Station, and Oakdale Sewer Main to Sonoma Trunk in an amount not to exceed $196,575 for the identified scope of services, plus $19,658 for additional services (if needed), for a maximum total amount of $216,233.

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 25th day of November, 2014, 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. 2014-493

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT OF NITRATE ANALYZER EQUIPMENT AND SERVICES FOR THE UTILITIES DEPARTMENT, WATER SERVICES DIVISION WITH HACH COMPANY, LOVELAND, CO FOR A THREE-YEAR AGREEMENT FOR AN ANNUAL COST OF $150,000, AND A TOTAL COST OF $450,000, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE AGREEMENT FOR AN ANNUAL COST OF $150,000

WHEREAS, in 2006, the installation of nitrate analyzers was mandated by the California Department of Public Health (CDPH), and

WHEREAS, the CDPH operating permit requires nitrate concentrations be monitored continuously by an online nitrate analyzer as facilities with high nitrate concentration levels, and

WHEREAS, over the last seven years, 16 nitrate analyzers have been purchased and installed at affected drinking water facilities in order to maintain compliance with the CDPH drinking water permit, and

WHEREAS, the nitrate analyzers in use were chosen because of their reliability, ease of use, and accuracy, and their life expectancy is generally ten years, and

WHEREAS, this agreement with HACH ensures dependable service and warranty compliance for these units, 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, MMC 8-3.204 (b), which states that where the Purchasing Agency's requirements can be met solely by a single article or process. The sole source procurement of nitrate analyzer equipment and services for the Utilities

Department, Water Services Division with HACH Company, Loveland, CO, conforms to Modesto Municipal Code 8-3.204 (b), and

WHEREAS, funds are budgeted in Fiscal Year 2014-15, in Appropriation Units: 4100-45050-53300 and 4100-45050-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sole source procurement of nitrate analyzer equipment and services for the Utilities Department, Water Services Division to HACH Company, Loveland, CO, for a three (3) year agreement.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for an annual cost of $150,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-494

Print

RESOLUTION APPROVING A DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT ZONE, P-D(598). (WISDOM PLACE, LLC)

WHEREAS, a verified application for an amendment to Section 14-3-9 of the Zoning Map was filed by DF Engineering, Inc. on behalf of Wisdom Place, LLC on July 7, 2014, to reclassify from Planned Development Zone, P-D(522), to Planned Development Zone, P-D(598) for a 16-unit medium-density residential development, for property located on the southeast end of Wisdom Way east of Oakdale Road, described as follows:

P-D(522) to P-D(598)

All that portion of the Southwest Quarter of the Southwest Quarter of Section 14, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, City of Modesto, County of Stanislaus, State of California, described as follows:

All that certain Parcel identified as "Remainder" on that certain Parcel Map filed in the Office of the Recorder of Stanislaus County, State of California, on July 19, 1999 in Book 49 of Parcel Maps at Page 60.

Also including all of the right-of-way of Wisdom Way being immediately adjacent to the above description.

APN: 077-007-037

CONTAINING: 2.793 acres, 121,587.738 square feet, more or less and the street right of way.

WHEREAS, after a public hearing held on October 6, 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. 2014-18, that rezoning of the property as requested will not be detrimental to the public health, safety or welfare because the rezone to a Planned Development Zone with medium-density residential uses

would provide for development that meets all City standards for a multi-family housing development, the requested zone change will result in an orderly planned use of land because this multi-family residential development will be compatible with the surrounding commercial, elementary school and park uses adjacent to the site, and 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(598) are consistent with the site's proposed General Plan Land Use Designation of "Mixed Use", which allows for medium-density residential uses, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on November 4, 2014, 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 Wisdom Place, 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. 2014-18 and quoted above, and

WHEREAS, the Council has introduced Ordinance No. 3613-C.S. on the 25th day of November, 2014, reclassifying the above-described property from Planned Development Zone, P-D(522) to Planned Development Zone, P-D(598),

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(598), is hereby approved subject to the following conditions:

LANDSCAPING

1. Prior to issuance of a building permit, the applicant shall submit Landscape and Irrigation plans that meet current MMC, City of Modesto and State of California landscape and irrigation specifications and regulations, for review and approval by the Department of Parks, Recreation and Neighborhoods Department Director or designee.

LAND DEVELOPMENT ENGINEERING

2. 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.

3. A 6-inch water main fronts the property in Wisdom Way, which is available for connection and adequately sized. It is recommended to utilize existing water service connections for the proposed project. If a new connection or an upgrade to the existing connection is requested, then water connection fees will be applicable and an encroachment permit from the City has to be obtained prior to any construction.

4. An 8-inch sewer main fronts the property in Wisdom Way, which is available for connection and adequately sized. It is recommended to utilize existing sewer service connections for the proposed project. If a new connection or an upgrade to the existing connection is requested, then sewer connection fees will be applicable and an encroachment permit from the City has to be obtained prior to any construction.

5. Prior to Certificate of Occupancy of any structure, any storm runoff generated from this site shall be connected to the existing storm drain main in Wisdom Way. It is recommended to utilize existing connection to the property. Provide storm water calculations for checking along with off-site plans.

6. Improvement plans for required improvements shall be prepared by a Registered Civil Engineer and approved by the City Engineer or designee.

Improvements shall include but not be limited to the following: street improvements, utilities, sewer, water, storm drain and street lights. A certificate giving notice that street improvements are required along the Wisdom Way frontage of the property shall be placed on the map. All improvements shall be constructed in accordance with the approved plans.

STORM WATER QUALITY

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

8. Prior to the issuance of a Grading, Demolition or Building Permit, Property Owner shall obtain coverage for project under the State Water Resources Control Board General Construction Permit for Stormwater Discharges Associated with Construction Activity Order NO. 2009-0009-DWQ. NPDES NO. CAS000002.

9. 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 the SWPPP to Land Development Engineering, Stormwater.

10. Prior to the issuance of a Grading, Demolition or Building Permit, Developer shall submit a plan for trash enclosures to be sufficiently elevated to prevent stormwater run-on from parking lot. Floor of enclosures shall be graded to drain into adjacent landscape areas.

11. 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 run-off on site, and incorporate pervious landscape features into the project design wherever possible.

12. 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.

13. 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.

FIRE

14. Prior to the issuance of a building permit, plans shall be submitted showing existing and proposed hydrants; hydrant spacing and distribution at 500 feet on center.

15. Entrance gates shall be equipped with a Modesto Fire Department accessible electrically operated KNOX brand key switch.

16. Fire access roads are to be 20' wide clear having all all-weather surface capable of supporting a 30 ton (60,000 lb.) fire apparatus. On-street parking shall be prohibited and shall be posted with approved signs or markings.

17. Curves or changes in direction of fire access roads shall have a minimum inside radius of 25 feet and a minimum outside radius of 45 feet.

GENERAL

18. All existing underground and aboveground utilities, irrigation, and electrical lines shall be protected, relocated, or removed as required by the respective utility company, Modesto Irrigation District, and/or City Engineer. Easements for utilities, irrigation, and electrical lines to remain shall be dedicated as required.

19. The project shall comply with California Energy Code 110.10(b) through 110.10(e).

20. Prior to Certificate of Occupancy of any structure, developer shall install a 6-foot high decorative masonry wall with cap treatment along the southern property line to separate the residential lots from the MID Lateral Canal and along the north and east property line to separate the subdivision from the adjacent school and City water tank.

21. Prior to Certificate of Occupancy of any structure, trash enclosures shall be designed using building materials, colors and finishes which are consistent or compatible with those used in the major buildings of the development, as approved by the Community and Economic Development Director.

22. All utilities shall be underground and cable television service shall be stubbed into all units. Separate water and sewer services will be required for each parcel.

23. Prior to Certificate of Occupancy of any structure, the developer shall install street lights in accordance with City Standards to the satisfaction of the City Engineer.

24. Capital Facilities Fees (CFF) will become due and payable at the time a building permit is issued. CFF will be calculated at the Multi-Family rate of $9,966 per dwelling unit. The total CFF for the proposed project is

$159,456 ($9,966 x 16 units). The CFF quoted above is valid through June 30, 2015.

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. 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.

27. All-weather, hard-surfaced roadways shall be constructed and maintained free of obstructions prior to and at all times during construction.

28. 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.

ENVIRONMENTAL

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

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 wind speed, 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.

<u>Generation of Noise:</u>

N-3: 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.

SECTION 2. DEVELOPMENT SCHEDULE. The following development schedule is hereby approved for said Planned Development Zone, P-D(598):

The entire construction program be accomplished in one phase, construction to begin on or before November 4, 2016, and completion to be not later than November 4, 2017.'

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(598), 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 November 25, 2014, 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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-495

Print

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 OF SECTION 14-3-9 OF THE ZONING MAP TO REZONE FROM PLANNED DEVELOPMENT ZONE, P-D(522), TO PLANNED DEVELOPMENT ZONE, P-D(598), PROPERTY LOCATED ON THE SOUTHEAST END OF WISDOM WAY EAST OF OAKDALE ROAD (WISDOM PLACE, 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, DF Engineering, Inc. on behalf of Wisdom Place, LLC has proposed that the zoning designation for property at the southeast end of Wisdom Way east of Oakdale Road be amended to rezone from Planned Development Zone, P-D(522) to Planned Development Zone, P-D(598), in the City of Modesto ("Project") for a 16-unit medium density residential development, 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 2014-24 ("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 15th, 2014, 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 November 25, 2014, 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 to Planned Development Zone, P-D(598), 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 25th day of November, 2014, 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 2014-24

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2014-24

For the proposed:

Wisdom Place Subdivision

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

September 17, 2014

Updated: September 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 Hintze Avenue 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: Wisdom Place Subdivision

B. Address or Location: Southeast end of Wisdom Way, East of Oakdale Road located at 1600 Wisdom Way

C. Applicant: Wisdom Place, LLC, P.O. Box 7, Escalon, CA 95320

D. City Contact Person: Rita Doscher

Project Manager: Rita Doscher
Department: Community and Economic Development
Phone Number: (209) 577-5267
E-mail address: rdoscher@modestogov.com

E. Current General Plan Designation(s): MU, Mixed Use

F. Current Zoning Classification(s): Planned Development Zone, P-D(522)

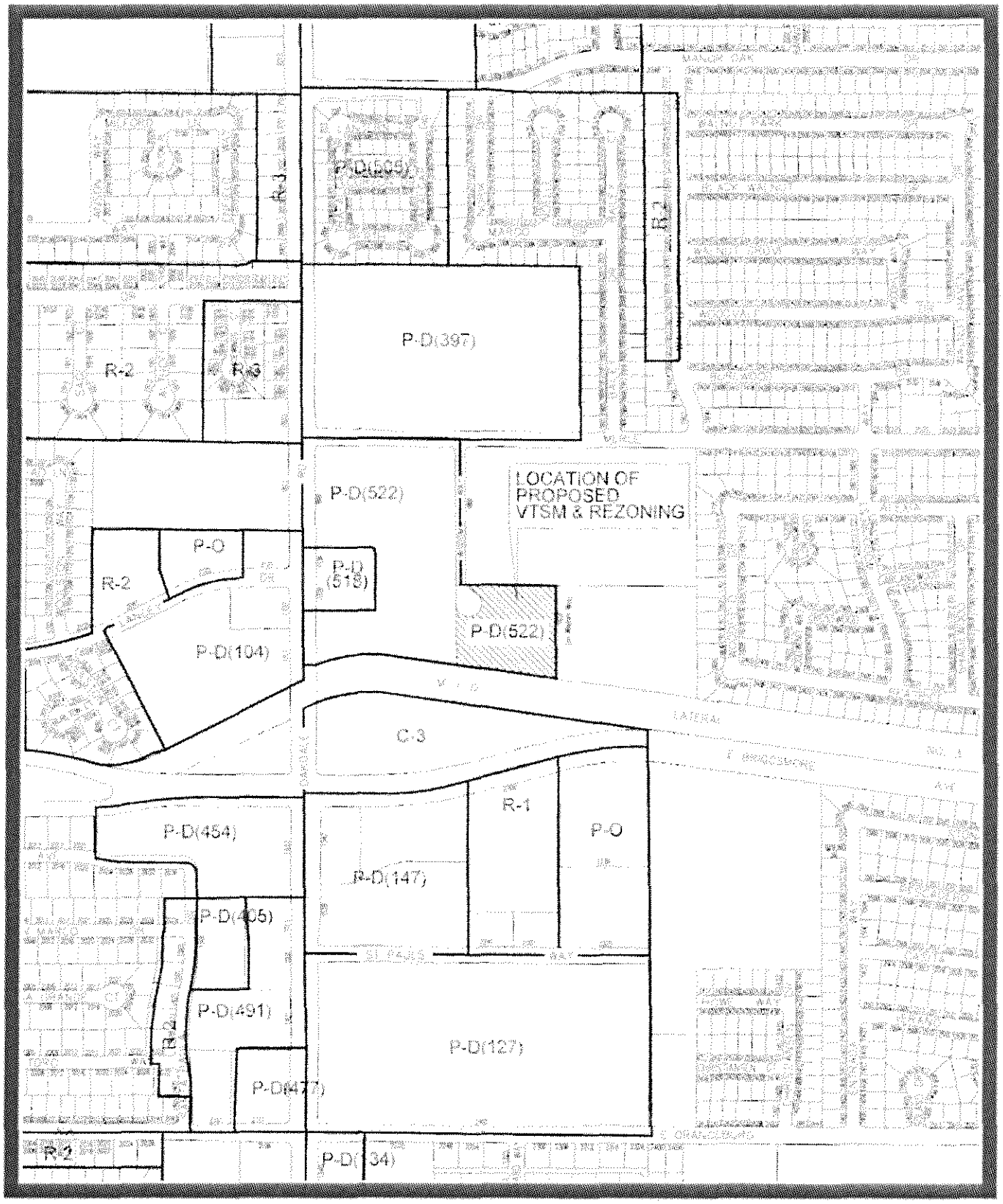
G. Surrounding Land Uses:

North: Single-Family Residential
South: Highway Commercial
East: Single-Family Residential
West: P-D(522) Commercial Retail Center

H. Project Description, including the project type listed in Section II.C

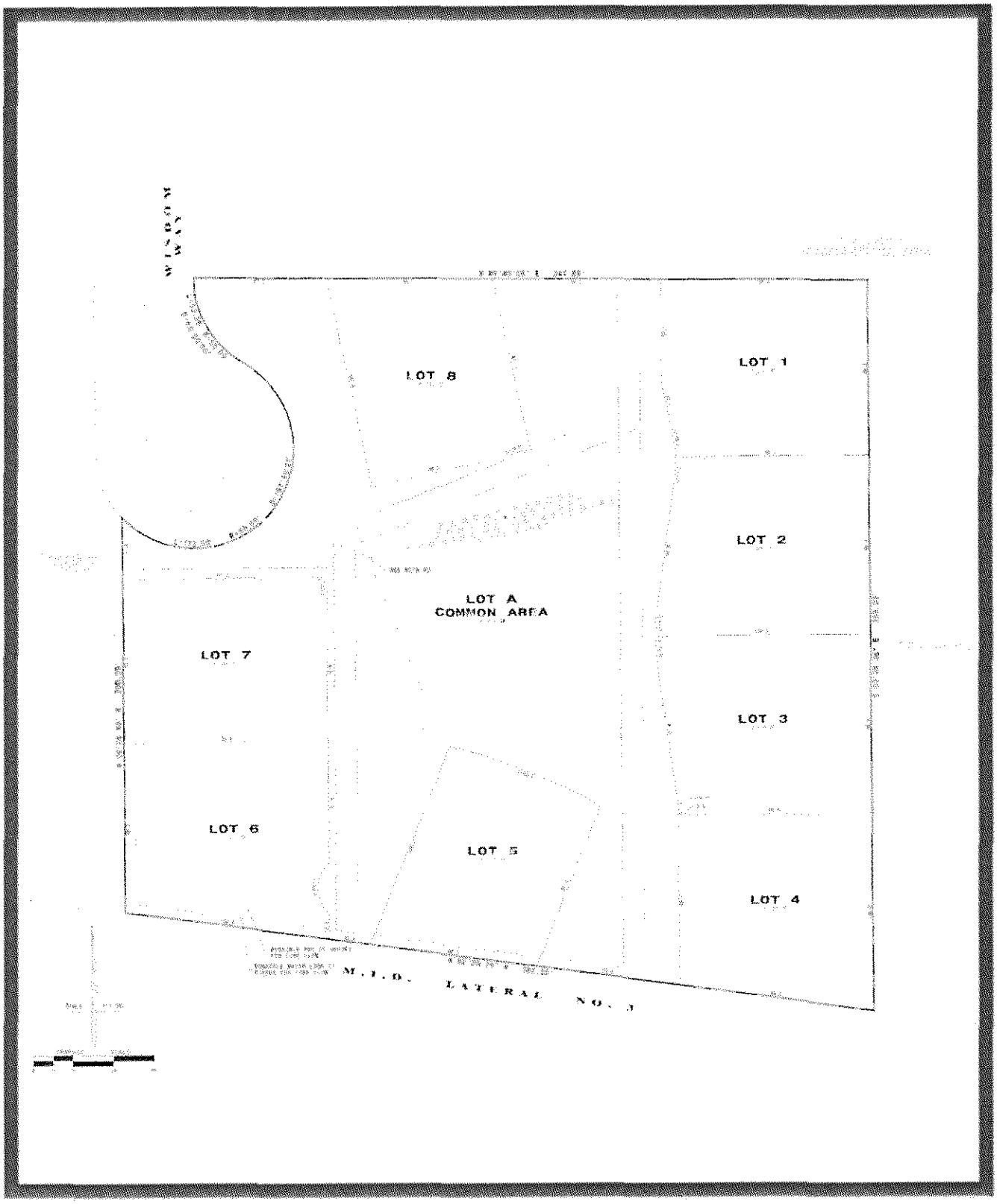
The project includes the development of an 8 lot 16-unit multi-family residential subdivision on a vacant 2.8 acre parcel located on the southeast end of Wisdom Way, east of Oakdale Road at 1600 Wisdom Way. There are no structures on site. The entitlement includes the rezoning of the parcel from Planned Development Zone, P-D(522) to Planned Development Zone, P-D(598) Medium-Density Residential Zone. Internal streets and utilities will be constructed to serve the proposed subdivision. In addition, Wisdom Way and the internal street will be improved to meet City standards as required by the City Engineer.

I. Other Public Agencies Whose Approval is Required:
None



AREA MAP OF PROPOSED REZONING P-D(522) TO NEW P-D(598)
& WISDOM PLACE VESTING TENTATIVE SUBDIVISION MAP
TSM-14-002
1600 WISDOM WAY

North



PROPOSED VESTING TENTATIVE SUBDIVISION MAP
TSM-14-002
600 WISDOM WAY

North

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.

_____	Associate Planner	September 18, 2014
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

	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:

(1) The project site was previously rezoned from R-1, Low Density Residential to Planned Development Zone, P-D(522), as part of the East Gate Plaza Shopping Center located at the southeast corner of Merle Avenue and Oakdale Road. As part of the planned development

submittal, a senior congregate care facility to the east of the shopping center at the south end of Wisdom Way was approved as a second phase of P-D(522). The proposed change to allow an 8 lot subdivision will not result in an increase traffic compared to what was originally projected 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 Fire has requested a 20' width clear fire access road.

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

(6) The proposed project has been reviewed by Traffic, Planning and Transit staff and 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.

MEIR AQ-20
To be consistent with the SJVAPCD's Air Quality Guidelines for General Plans, the City of Modesto should determine air quality impacts using analysis methods and significance thresholds recommended by the SJVAPCD. (General Plan Policy VII-H.2 [n])

MEIR AQ-26
Review of new development shall be coordinated with SJVAPCD's staff to ensure all projects subject to the SJVAPCD rule 9510 (Indirect Source Review) comply fully with the rule. This rule fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features and onsite approval for a development project, or any portion thereof, which upon full buildout will include any of the following:

- 50 residential units
- 2,000 square feet of commercial space
- 25,000 square feet of light industrial space
- 100,000 square feet of heavy industrial space
- 20,000 square feet of medical office space
- 39,000 square feet of general office space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of recreational space
- 9,000 square feet of space not identified above. (General Plan Policy VII-H.2[u])

MEIR 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 the use.

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56
Limit the area subject to excavation, grading and other construction activity at any one time.

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**

	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 proposed project includes the development of vacant land and future development of an 8 lot 16-unit multi-family residential subdivision on approximately 2.8 acres of land. Air pollution emissions associated with the proposed project would result from construction activities and increased 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 is surrounded on all four sides with land that is developed with residential, school facility and commercial uses. The land uses proposed are not in themselves significant contributors to air pollution levels. The primary source of air pollution associated with the development would be traffic related. Since the traffic impacts do not result in a significant impact, there are no traffic-related air quality impacts. The PM10 emissions created through construction activities will be mitigated as called for by the MEIR with the mitigation measure 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 mitigation measure 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:

(1-4) The proposed residential uses are not expected to generate a significant amount of noise. There will be construction noise associated with the project including heavy equipment. Noise mitigation measure N-3 called for by the General Plan for projects within the baseline developed area has been incorporated and will mitigation construction related noise 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 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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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. It is an infill project proposed within the urbanized area of the City. The site is currently vacant and no agricultural land will be converted for the development of the proposed projects.

(2) The project is within the Baseline-Developed area of the City and therefore will not result in the development of land outside the 2008 planning area boundaries.

(3) The project site is not zoned for agriculture nor is it under 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 urban 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 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 determined 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 is consistent with the wastewater policies in the General Plan, including Policy V.D.2a, which requires the City to maintain the standards for effluent and bio-solids from its wastewater treatment plants as established by the Central Valley Regional Water Quality Control Board, in compliance with the Federal Clean Water Act and the State Porter-Cologne Act. Wastewater for the project will be treated at the City's primary and secondary wastewater treatment plants and discharged into the San Joaquin River. The existing wastewater plants have adequate capacity to serve the project.

(2-3) The project was review by Land Development Engineering Staff who determined there is sufficient capacity in the City's wastewater collection system. The wastewater is ultimately treated at the City's Primary and Secondary treatment plant. According to the Wastewater Master Plan, recent improvements to the Primary and Secondary Plant have resulted in adequate treatment capacity to accommodate the City's anticipated growth through 2030. There is sufficient treatment capacity to serve the project in addition to existing demands.

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 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-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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 is consistent with the General Plan's land use policies. It is a multi-family residential project that is consistent in land use and density to what was assumed by the General Plan.

(2-4) The project site is not within 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.

(5-6) 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 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-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.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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) There are no existing structures on the project site.

(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 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.	☐	☐	☐	☒
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 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 development is in an area that is served by Rockwells for stormwater. Implementation of City Standards Chapter 5 Section 4.02 for Rockwell design standards in the cul-de-sac will be required. All lots shall be graded from the back to the front to insure all storm water is disposed to right-of-way. Storm drain improvement plans shall be submitted to the City Engineer for review and approval prior to issuance of an Encroachment permit. 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:

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-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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 project is consistent with the flooding and water quality policies in the General Plan.

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

(3) The project is not located within a 100-year flood plain and is limited to commercial uses.

(4) The project is not located within a 100-year flood plain.

(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 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.

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 as a congregate senior care facility.

(3) The project would not result in an increase in the use of existing park facilities as it only involves the addition of 8 lots, and 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 who indicated no opposition to the project. The site was previously approved as the second phase of the commercial shopping center to the west for a congregate senior care facility.

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 site will be serviced by Fire Station No. 3 at 637 El Vista Avenue, 1.47 miles distant.

(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	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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, and no indication was given that there would be a problem serving this project.

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 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

	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 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 Mixed Use in the General Plan. The proposed multi-family 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 area to the north, east and south is developed with commercial and residential zoned uses. There is an existing City water tank to the east. The proposed subdivision is consistent with the surround 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:

Traffic and Circulation:

N/A

Degradation of Air Quality:

SJVUAPCD Regulation VIII Control Measures for Construction Emissions of PM-10. The following controls are required to be implemented at all construction sites.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.

MEIR 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.)

MEIR 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.

MEIR 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.

MEIR 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):

MEIR AQ-51
Limit traffic speeds on unpaved roads to 15 mph; and

MEIR 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%).

MEIR AQ-53
Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

MEIR AQ-54
Install wind breaks at windward side(s) of construction areas.

MEIR 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.

MEIR AQ-56

Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

MEIR 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:

N/A

Increased Demand for Storm Drainage:

MEIR 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:

N/A

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. 2014-496

Print

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO APPOINTING JAMES N. ("JIM") HOLGERSSON AS CITY MANAGER, APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MODESTO AND JAMES N. ("JIM") HOLGERSSON FOR SERVICE AS CITY MANAGER AND SETTING TERMS OF EMPLOYMENT, SALARY AND BENEFITS

WHEREAS, the City Council now desires to appoint James N. ("Jim") Holgersson to serve as City Manager, pursuant to the terms of the Agreement **attached** hereto.

NOW THEREFORE, the City Council of the City of Modesto hereby resolves that:

1. James N. ("Jim") Holgersson is hereby appointed as City Manager. Pursuant to the terms of the **attached** Agreement. The Mayor is authorized to execute the Agreement on behalf of the City. The Agreement shall be entered into the 26th day of November, 2014.

2. While employed as City Manager, Mr. Holgersson shall receive a monthly salary of $210,136.32 per year, which amount is Step 9 of Range 1431 on the current Salary Range Table as adopted by the City Council of Modesto.

3. While employed as City Manager, Mr. Holgersson shall perform the functions, duties and exercise all the powers of the City Manager specified in the City Manager job description/classification of the City of Modesto Charter and Municipal Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, by Councilmember Gunderson, who moved its adoption, which motion is being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted 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
EMPLOYMENT AGREEMENT
JAMES N. ("JIM") HOLGERSSON

INTRODUCTION

This Employment Agreement (this "**Agreement**") is made and entered into this 26th day of November, 2014, by and between the **CITY OF MODESTO**, a municipal corporation, ("**Employer**" or "**City**") and **JAMES N. ("JIM") HOLGERSSON**, an individual ("**Employee**" or "**Holgersson**"), both of whom agree as follows:

SECTION 1: TERM

Consistent with Section 800 of the Modesto Charter, Employee is appointed for an indefinite term. Employee has indicated that presently it is his intention to remain in this position for a minimum of four (4) years.

SECTION 2: DUTIES AND AUTHORITY

Employer agrees to employ Holgersson as City Manager to perform the functions and duties specified in the Modesto Charter and the California Government Code, and to perform other legally permissible and proper duties and functions.

SECTION 3: COMPENSATION

A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Ten Thousand One Hundred Thirty Six Dollars and Thirty Two cents ($210,136.32), payable in installments at the same time that the other employees of Employer are paid.

B. Consideration shall be given on an annual basis to increase compensation following an annual performance evaluation as set forth in Section 13 of this Agreement.

SECTION 4: RELOCATION AND MOVING EXPENSES

A. Employee has expressed his intent to relocate to the City and is required to live within a reasonable proximity of the City. Employer agrees to reimburse reasonable expenses associated with moving the Employee and Employee's family and personal property to the City. Employee will obtain three (3) bids for moving expenses and provide copies to Employer. Employee shall keep track of actual costs, and submit costs to Employer with receipts. Employer will reimburse up to the lowest of the actual costs of the three (3) bids up to a maximum of Fifteen Thousand Dollars ($15,000).

B. Employer agrees to reimburse Employee temporary monthly housing (rent) until such time as Employee obtains a permanent residence in the City or six (6) months

after the effective date of this Agreement, whichever is first. Such payment shall be no more than Fifteen Hundred Dollars ($1,500) per month.

C. If Employee relocates outside of the City prior to the termination of this Agreement, Employee shall reimburse the City for any relocation and moving benefits received under Section 4(A) and 4(B) above, within thirty (30) days of the City's demand for reimbursement.

SECTION 5: HEALTH , LONG TERM DISABILITY AND LIFE INSURANCE BENEFITS

A. Employer agrees to provide health, vision, dental and comprehensive medical insurance for Employee and his/her dependents equal to that which is provided to all other unrepresented management employees of the City. Employer's contribution toward the premiums for said health, dental and vision coverage shall be equal to that which Employer contributes to other non-sworn unrepresented management employees.

B. Employer agrees to put into force and to make required premium payments for long term disability coverage for Employee consistent with other management employees at the City

C. Employer shall pay the amount of premium due for a term life insurance policy of Two Hundred Thousand Dollars ($200,000). Employee shall name the beneficiary of the life insurance policy.

SECTION 6: VACATION, SICK, AND MANAGEMENT/EXECUTIVE LEAVE

The parties recognize the importance of taking regular time off. Accordingly, Employee is encouraged to take regular vacations and to utilize his management/executive leave on an annual basis.

A. Employee shall accrue sick leave on an annual basis at the highest rate provided to non-sworn management employees up to a cap of eighty (80) hours.

B. Employee shall be provided with one (1) physical exam per year at Employer's expense.

C. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation, and holiday leave.

D. Employee shall receive one hundred and sixty hours (160) of vacation leave annually. Upon assuming office, Employee shall be credited with sixty (60) hours of vacation leave. An additional sixty (60) hours will be credited after six (6)

months of employment. Employee shall accrue vacation up to a cap of one hundred sixty (160) hours.

E. Employee shall on January 1st of each calendar year be credited with eighty (80) hours of executive/management leave, forty (40) hours of which shall be credited upon assuming office. Employee may cash out up to eighty (80) hours of unused leave in accordance with City policy.

SECTION 7: AUTOMOBILE ALLOWANCE

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars ($6,000) per year, payable in equal monthly installments, as a vehicle allowance to be used to purchase, lease, or own and operate and maintain a vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employer shall reimburse Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Modesto area. For purposes of this Section, use of the car within the greater Modesto area is defined as travel to locations within a seventy-five (75)-mile radius of the Modesto City Hall.

SECTION 8: RETIREMENT

A. Employer agrees to enroll Employee into the California Public Employees Retirement System ("**CalPERS**") in accordance with the California Public Employee's Pension Reform Act of 2013 ("**PEPRA**") and applicable CalPERS law. Employee is considered a "new member" under the PEPRA shall be in the 2% at 62 CalPERS retirement formula described in PEPRA. In addition, Employee shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least fifty percent (50%) of the normal costs of his pension benefit.

B. Employer shall provide a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for Employee in the form of a money purchase plan to which Employee can contribute up to five percent (5%) of Employee's base salary. Employer shall match Employee's contribution up to a maximum of five percent (5%) of Employee's base salary.

C. Employer agrees to pay an annual amount equal to one and one-half percent (1.5%) of Employee's base salary into an ICMA 457 deferred compensation plan. Employee shall match Employer's contribution.

D. Any or all of Employer and Employee contribution amounts designated in this Section are subject to change in the event that the City Council authorizes such change for Charter Officers of the City.

SECTION 9: GENERAL BUSINESS EXPENSES.

A. Employer appreciates the importance of Employee's participation and leadership in leading professional organizations. In its discretion, Employer shall budget for and pay travel and subsistence expenses of Employee for professional and official travel, meetings, courses, institutes and seminars to continue his professional development and to adequately pursue necessary official and other functions on behalf of Employer, including but not limited to, the annual conference of the League of California Cities, the International City/County Management Association, California City Management Foundation, the Alliance for Innovation, and such other regional, state, and local governmental groups and committees.

B. Employer acknowledges the value of having Employee, at Employer's discretion, participate and be directly involved in local or regional clubs, associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of Employer. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.

SECTION 10: TERMINATION

A. Employee is an at-will employee who shall serve at the pleasure of the City Council. The City Council may terminate Employee's employment at any time, subject to any restrictions in the City Charter, with or without cause. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment or any due process rights of any kind.

B. For the purpose of this Agreement, termination shall occur when the majority of the governing body votes to terminate the Employee at a duly authorized closed or open meeting.

C. Employer may terminate this Agreement without cause and without payment of severance, by providing Employee written notice of Employer's intent to terminate Employee's employment with the City ("**Notice of Termination**"). The date of the termination shall not be less than the number of months that Employee is eligible for in severance, pursuant to Section 11 of this Agreement, at the time the Notice of Termination is given to him. For example, if Employer decides to terminate Employee without cause and without the payment of severance in the third year of this Agreement, Employer would provide Employee with seven (7) months written notice in advance of termination. The City Council's decision to provide Employee with the Notice of Termination at a duly authorized closed or open meeting shall satisfy Section 10(B) above.

SECTION 11: SEVERANCE

A. In the event City terminates Employee's employment without cause and without Notice of Termination consistent with the provisions of Section 10, Employee shall be entitled to severance pay of a lump sum payment equal to nine (9) months base salary during the first year of this Agreement. The severance shall be reduced by one (1) month on each anniversary date of this Agreement. For example, on the first year anniversary of this Agreement, the severance will be reduced to eight (8) months base salary, on the second year anniversary the severance will be reduced to seven (7) months base salary, etc. The severance under this Agreement shall be subject to the restrictions set forth in Government Code section 53260. Said payment of severance pay shall be conditioned upon Employee signing a waiver and release agreement forever releasing and waiving any and all claims against the City in a form acceptable to the City. Employee shall receive the severance payment in a lump sum payment minus all applicable deductions fifteen (15) business days after execution of the waiver and release agreement. Employee shall not receive any severance payments if he resigns, is terminated for cause, or if a waiver and release agreement is not executed by the parties.

B. This provision does not confer any property rights on Employee, as he remains an at-will employee. The phrase "termination for cause" only pertains to Employee's eligibility for severance as described in this Section. A "termination for cause" for purposes of severance may include, but shall not be limited to, the following:

i. Violation of any policies or procedures;
ii. Failure to properly perform assigned duties;
iii. Theft of City property;
iv. Insubordination;
v. Conviction of a felony or misdemeanor relating to Employee's fitness to perform assigned duties;
vi. Unauthorized absence from employment;
vii. Failure to maintain satisfactory working relationships with other employees or the public;
viii. Improper use of City funds;
ix. Unauthorized use of City property;
x. Willful misconduct or malfeasance;
xi. Any act of moral turpitude or dishonesty; and
xii. Other failure of good behavior either during or outside of employment such that the Employee's conduct causes discredit to the City.

C. The parties acknowledge that pursuant to Section 800 of the Modesto City Charter Employee shall not be removed from office during or within a period of ninety (90) days next succeeding the election of a member of the Council.

D. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Employee from Employer shall be fully

reimbursed to City if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

SECTION 12: RESIGNATION

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of sixty (60) days advance written notice unless the parties agree otherwise.

SECTION 13: PERFORMANCE EVALUATION

Employer shall annually review the performance of Employee in June subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

SECTION 14: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

SECTION 15: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect, with the prior written approval of the Mayor, and written notification to the full Council, to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

SECTION 16: RESIDENCY

Employee has expressed his intent to move to the City. If Employee moves to the City he shall be entitled to the relocation and moving benefits in Section 4 of this Agreement.

SECTION 17: INDEMNIFICATION

Employer shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of Employee's employment in accordance with California Government Code sections 825, 995 et seq., and other applicable law. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code section 825, subdivision (a), Employer reserves the right to not pay any

judgment, compromise or settlement subject to that section until it is established that the injury arose out of an act or omission occurring within the scope of Employee's employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, Employer reserves the right to refuse to provide for the defense of Employee for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law. Any City funds provided for the legal criminal defense of Employee shall be fully reimbursed in accordance with California Government Code section 53243.1 if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

SECTION 18: ABUSE OF OFFICE

Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

SECTION 19: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Modesto Charter or any other law.

Except as otherwise provided in this Agreement, Employee shall be entitled to the highest level of benefits that are enjoyed by other non-sworn management employees of Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

SECTION 20: NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City Clerk, City of Modesto, P.O. Box 642, Modesto, CA 95353
EMPLOYEE: Jim Holgersson, _____

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21: GENERAL PROVISIONS

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provisions of this Agreement during the life of

this Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties.

IN WITNESS WHEREOF the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attestation by its City Clerk under authority of Resolution _____ adopted by the Council of the City of Modesto on the _____ day of November, 2014, and EMPLOYEE has caused this Agreement to be duly executed.

CITY OF MODESTO,
a municipal corporation

_____
By: Garrad Marsh, Mayor

EMPLOYEE

_____
By: James N. ("Jim") Holgersson

ATTEST:

_____
By: Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
By: Adam U. Lindgren, City Attorney

2353614.3

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-497

Print

A RESOLUTION AMENDING THE CITY OF MODESTO PERSONNNEL RULES AND ADOPTING PERSONNEL ADMINISTRATIVE ORDER NUMBER 7-14-1, A UNIFORM POLICY TO FOLLOW WHEN HIRING INTERNS

WHEREAS, Section 1202 of Article XII of the Charter of the City of Modesto provides that the Personnel System provided by said Article shall be implemented by such rules and regulations governing the administration thereof as are adopted by the City Council upon recommendation of the City Manager, and

WHEREAS, the City Council has adopted Personnel Rules as authorized by the City Charter, and

WHEREAS, the City Manager has recommended an amendment to Personnel Rules to include a Personnel Administrative Order defining the policy for hiring interns, and

WHEREAS, the City Council finds that said proposed amendment as recommended by the City Manager promotes the purposes and objectives of the Personnel System.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Modesto hereby approves and adopts by resolution the City of Modesto personnel Administrative Order 7-14-1.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 25th day of November, 2014, 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. 2014-498

A RESOLUTION APPROVING AN AGREEMENT WITH PIERCE MANUFACTURING INC. FOR THE PURCHASE OF TWO PIERCE VELOCITY 1500 GPM PUMPERS FOR THE ESTIMATED COST OF $1,070,472

WHEREAS, with the dissolution of the Modesto Regional Fire Authority, two (2) front line engines and two (2) wildland fire engines that were previously operated in city fire stations must be returned to their owner, the Salida Fire Protection District, and

WHEREAS, while the loss of the four (4) engines places a significant strain on the Modesto Fire Department fleet, the greatest need is to replace the two (2) front line fire engines, and

WHEREAS, two (2) reserve engines have been placed back into front line service. The engines that have been placed back into service are each approaching 21 years of age and have more than 180,000 miles, and

WHEREAS, the National Fire Protection Association (NFPA) and Modesto Fire Department Apparatus Standards recommend a front line fire engine life span at fifteen (15) years of service and five (5) years in reserve status, and

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 two Pierce Velocity 1500 GPM Pumpers for the estimated cost of $1,070,472.

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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-499

Print

A RESOLUTION APPROVING THE TERMS SET FORTH BY OSHKOSH CAPITAL TO FINANCE THE ACQUISITION

WHEREAS, the cost of the engines will be approximately $994,631 plus sales tax of about $75,840 for a total cost of $1,070,472, and

WHEREAS, staff has considered the various alternatives for financing this purchase and concluded the use of third-party financing through Oshkosh Capital at a 3 year term is the most cost-effective means of acquiring the apparatus at this time, and

WHEREAS, the terms of the financing which will allow the City to receive a credit towards the purchase price of $47,963, and

WHEREAS, payments will not begin until Fiscal Year 2015-16 and MRFA Reserve Funds will be used to make the payments once they commence, 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.

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 25th day of November, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-500

Print

A RESOLUTION APPOINTING AS MEMBERS OF THE GOLF COURSE ADVISORY COMMITTEE 1) LAURI SALVI REPRESENTING THE SIRS GOLF CLUB AND 2) SHIRLEY KEYSER REPRESENTING THE DRYDEN PARK WOMEN'S GOLF CLUB

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 October 23, 2014, and recommended the Golf Course Advisory Committee appointment of Lauri Salvi, representing the SIRS Golf Club, and

WHEREAS, the Appointments Committee met on November 20, 2014, and recommended the Golf Course Advisory Committee appointment of Shirley Keyser, representing the Dryden Park Women's Golf Club,

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

SECTION 1. Laurie Salvi is hereby appointed as a member of the Golf Course Advisory Committee representing the SIRS Golf Club, with a term expiration of January 1, 2019.

SECTION 2. Shirley Keyser is hereby appointed as a member of the Golf Course Advisory Committee representing the Dryden Park Women's 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 2nd day of December, 2014, 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. 2014-501

Print

A RESOLUTION APPROVING APPOINTMENT OF RICHARD (DICK) BRANER TO FILL POSITION ON THE AIRPORT ADVISORY COMMITTEE FOR THE MODESTO CITY-COUNTY AIRPORT

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, and

WHEREAS, the Appointments Committee met on Thursday, November 20, 2014 and approved forwarding this item to the City Council for consideration,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appointment to fill the position on the Modesto City-County Airport Advisory Committee, representing an airport business owner or air service provider,

BE IT FURTHER RESOLVED that the Council of the City of Modesto approves the appointment of Richard (Dick) Braner, owner of Pacific Aircraft Maintenance, to fill the position of a business owner or air service provider at the Modesto City-County Airport, 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 2nd day of December, 2014, 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, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

RESCINDED

Print

SEP 27 2016

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-380

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-502

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR CITY OF MODESTO AND RESCINDING RESOLUTION 2012-483

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, The Political Reform act requires every local government agency to review its Conflict of interest Code on a biennial basis to determine if it is accurate or, alternatively, the need for amendment, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby adopts an amended Conflict of Interest Code for the City of Modesto **attached** hereto.

BE IT FURTHER RESOLVED that Resolution 2012-483, adopted by the City Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE
FOR THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of Modesto.

Designated employees shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the Office of the City Clerk.

ADMINISTRATIVE SERVICES DEPARMENT

HUMAN RESOUCES

CONFLICT OF INTEREST CODE

APPENDIX~~EXHIBIT~~ "A"

Designated Positions	**Disclosure Category**
Risk and Loss Control Coordinator	9
Consultant	1
Human Resources Director	1
Risk Manager	9
~~Workers' Compensation Claims Examiner I/II~~ Employee Benefits Manager	9
~~Sr. Worker's Compensation Claims Examiner~~Employee Relations Coordinator	9
Human Resources Manager	9
Administrative Services Director	1
Administrative Services Officer	9

ADMINISTRATIVE SERVICES DEPARMENT

INFORMATION TECHNOLOGY ~~DEPARTMENT~~

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Consultant	1
Chief Information Officer	1
Information Technology Manager	7
Principal Software Analyst	7
Senior Software Analyst	7
Principal Systems Engineer	7
Senior Systems Engineer	7
Administrative Services Director	1

OFFICE OF THE CITY ATTORNEY

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Assistant City Attorney	1
City Attorney	Statutory Filer
Consultant	1
Deputy City Attorney I, II	1
Senior Deputy City Attorney I, II	1
Paralegal/EEO Investigator	1

OFFICE OF THE CITY AUDITOR

CONFLICT OF INTEREST CODE

~~EXHIBIT~~ APPENDIX "A"

Designated Positions	Disclosure Category
Auditor	1
Consultant*	1

OFFICE OF THE CITY CLERK

CONFLICT OF INTEREST CODE

~~EXHIBIT~~ APPENDIX "A"

Designated Positions	Disclosure Category
Assistant City Clerk	1
City Clerk	1
Consultant*	1

OFFICE OF THE CITY MANAGER

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
City Manager	Statutory Filer
Deputy City Manager (1)	1
Consultant(s)*	1

FINANCE DEPARTMENT

CONFLICT OF INTEREST CODE

~~EXHIBIT~~ APPENDIX "A"

Designated Employee Positions	Disclosure Category
Principal Accountant	1
Assistant Buyer (Purchasing Division)	1
Buyer/Senior Buyer	1
Customer Services Supervisor(2)	5
Customer Services Manager	1
Director of Finance	Statutory Filer
Budget ~~and Financial Analysis~~ Manager	1
Purchasing Manager	1
Stores Supervisor	5
Consultants*	1
Senior Financial Analyst	5

FIRE DEPARTMENT

CONFLICT OF INTEREST CODE

APPENDIX ~~EXHIBIT~~ "A"

Designated Positions	Disclosure Category
Administrative Analyst	6
Apparatus Committee Members	6
~~Business Services Analyst~~Finance Manager	6
Deputy Fire Marshal	6
Fire Battalion Chief	6
Fire Chief	1
Fire Division Chief - Operations	6
Fire Division Chief - Fire Marshal	6
Fire Division Chief- Support	6
Senior Fire Mechanic	6

PARKS, RECREATION AND NEIGHBORHOODS DEPARTMENT

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Administrative Analyst II	8
Administrative Analyst I	8
~~Compost Facility Supervisor~~ – (transferred PW)	8
Consultant	1
~~Cultural Services Manager~~ (transferred CED)	8
Deputy Director – Recreation and Neighborhood Services	1
~~Events Coordinator~~ (transferred CED)	8
~~Events Supervisor~~ (transferred CED)	8
Housing Financial Specialist	8
Housing Rehabilitation Specialist II	8
Housing & Urban Development Manager	2
~~Integrated Waste Specialist~~ (transferred PW)	8
~~Operations Supervisor~~ (transferred PW)	8
~~Parks Operations Manager~~(transferred PW)	8
~~Parks Project Coordinator~~ (transferred CED)	8
Parks, Recreation and Neighborhoods Director	1
Recreation Program Manager	8
Recreation Supervisor II	8
~~Recycling Program Coordinator~~ (transferred PW)	8
Senior Community Development Program Specialist	8
Senior Housing Rehabilitation Specialist	8
~~Solid Waste Enforcement Officer~~ (transferred PW)	8
~~Solid Waste Program Manager~~ (transferred PW)	8

POLICE DEPARTMENT

CONFLICT OF INTEREST CODE

~~EXHIBIT~~ APPENDIX "A"

Designated Positions	Disclosure Category
Public Safety Business Services Analyst	10
Chief of Police	1
Police Captain (3)	10
Police Lieutenant -(8)	10

PUBLIC WORKS DEPARTMENT

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Administrative Analyst II	8
Administrative Services Officer	8
Administrative Services Technician I, II	1
Airport Manager	1
City Engineer	1
Code Enforcement Officer I, II	1
Consultant	1
~~Deputy Director of Public Works~~	~~1~~
Fleet Manager	8
Environmental Compliance Supervisor	8
~~Environmental & WQ Laboratory Supervisor~~	~~8~~
Environmental & Regulatory Comp Administrator	8
Director of Public Works	1
Operations & Maintenance Supervisor	8
Operations Manager – Parks	1
Operations Manager – Streets	1
Streets Manager	8
Traffic Engineer	1
Traffic Operations Engineer	1
Transit Manager	1
~~Wastewater Collections Manager~~	~~8~~
~~Wastewater Collection Systems Supervisor~~	~~8~~
~~Water Quality Control Plant Maintenance Supervisor~~	~~8~~
~~Water Quality Control Operations Supervisor~~	~~8~~
~~Water Quality Control Plant Manager~~	~~8~~
~~Water Distribution and Production Supervisor~~	~~8~~
~~Water Systems Manager~~	~~8~~

UTILITIES~~Y PLANNING AND PROJECTS~~ DEPARTMENT

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Administrative Analyst II	8
Associate Civil Engineer	8
Associate Land Surveyor	8
Construction Inspector	8
Consultant	1
Director of Utilities	1
~~Deputy Director of Utility Planning and Projects~~Engineering Division Manager	1
~~Director of Utility Planning and Projects~~	~~1~~
~~Land Surveyor~~	~~8~~
Environmental Compliance Supervisor	8
Environmental & Water Quality Laboratory Supervisor	8
Environmental & Regulatory Compliance Manager	1
Property Agent	1
Senior Civil Engineer	1
Senior Construction Inspector	8
Supervising Construction Inspector	8
Wastewater Collections Manager	1
Wastewater Collection System Supervisor	8
Water Quality Control Plant Maintenance Supervisor	8
Water Quality Control Operations Supervisor	8
Water Quality Control Plant Manager	1
Water Distribution and Production Supervisor	8
Water Systems Manager	1

City of Modesto
Disclosure Categories
Appendix "B"

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) **FULL DISCLOSURE***

Group 2: Designated employees in this group shall report all business positions, all investments, income, loans or gifts from individuals or businesses from business entities located in or doing business within the jurisdiction. **FULL DISCLOSURE W/OUT PROPERTY**

Group 3: Designated employees in this group shall report interests in real property located within the jurisdiction or within two miles of the boundaries or the jurisdiction or within two miles of any land owned or used by the agency. **PROPERTY ONLY**

Group 4: Designated employees in this group shall report interest in real property, investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which engage in land development, construction, or the acquisition or sale of real property. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) **COMMUNITY & ECONOMIC DEVELOPMENT**

Group 5: Designated employees in this group shall report investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which manufacture, sell or design data processing equipment or related services of the type used by the designated employees department or division. **FINANCE**

Group 6: Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which manufacture or sell fire-related equipment or parts of the type used by the designated employees department or division. **FIRE**

Group 7: Designated employees in this group shall report investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which manufacture, sell or design data processing equipment or related services of the type used by the designated employees department or division. ASD/**INFORMATION TECHNOLOGY**

Group 8: Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources within the jurisdiction which manufacture, sell or supply equipment, including but not limited to horticulture, construction, craft, office and safety supplies and/or equipment of the type used by the designated employees department or division. **PARKS RECREATION & NEIGHBORHOODS/PUBLIC WORKS/~~UTILITY PLANNING AND PROJECTS DEPARTMENT~~** UTILITIES DEPARTMENT

Group 9: Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which are involved in healthcare or vocational rehabilitation of the type used by the designated employees department or division. ASD/**HUMAN RESOURCES**

Group 10: Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which sell, manufacture, or distribute equipment and supplies for office, personnel or vehicles of the type used by the designated employees department or division. **POLICE**

***Consultants** shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code **(Group 1)** subject to the following limitation:
*The City Manager, or his or her designee, may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The City Manager's, or his or her designee, determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Statutory Required Filers:

The following positions are not covered by this conflict of interest code because those individuals holding these positions must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

- Mayor
- Council Members
- City Manager
- City Attorney
- Planning Commissioners
- Treasurer/Finance Director

#5

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Administrative Analyst I, II	4~~1~~
~~Administrative Services Officer~~	~~1~~
Administrative Services Technician I, II	4~~1~~
Assistant Civil Engineer	4~~1~~
Associate Civil Engineer	4~~1~~
Assistant Engineer	4~~1~~
Associate Engineer	4~~1~~
Assistant Planner	4~~1~~
Associate Planner	4~~1~~
Building Inspection Program Coordinator	4~~1~~
Building Inspector I, II	4~~1~~
Business Analyst	4~~1~~
Business Center Manager	4~~1~~
Chief Building Official	4~~1~~
City Engineer	4~~1~~
Code Enforcement Officer, I, II	4~~1~~
Cultural Services Manager	4~~1~~
Development Services Technician I, II	4~~1~~
Director of Community & Economic Development	1
~~Electrical Supervisor~~	~~1~~
Engineering Assistant II	4~~1~~
Environmental Compliance Inspector I, II	4~~1~~
Event Coordinator	4~~1~~
Event Supervisor	4~~1~~
Consultant	4~~1~~
Assistant Chief Building Official	4~~1~~

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Environmental Compliance Inspector I, II	41
IFP Administrator	41
Office Supervisor (1)	41
Parks Planning & Development Manager	41
Parks Planning Coordinator	41
-Plans Examiner	41
Planning Manager	41
Principal Planner	41
Senior Building Inspector	41
Senior Civil Engineer	41
Senior Planner	41
Senior Transportation Planner	41
Traffic Engineer	41
Traffic Operations Engineer	41

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-503

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE BOARD OF BUILDING APPEALS OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-488

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the Board of Building Appeals of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code for the Board of Building Appeals of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-488 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

BOARD OF BUILDING APPEALS

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Board of Building Appeals.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk.

BOARD OF BUILDING APPEALS

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Board Members	1
Consultant	~~2~~1

BOARD OF BUILDING APPEALS

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: ~~Designated employees~~Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.)

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-504

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE BOARD OF ZONING ADJUSTMENT OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-489

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for of the Board of Zoning Adjustment of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code of the Board of Zoning Adjustment of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-489 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

BOARD OF ZONING ADJUSTMENT

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Board of ~~Building Appeals~~Zoning Adjustment.

Designated employees and ~~shall~~officials shall file their statements with the Office of the City Clerk who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk.

BOARD OF ZONING ADJUSTMENT

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Board Members	1
Consultant	~~2~~1

BOARD OF ZONING ADJUSTMENT

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: Individuals ~~Designated employees~~ in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department that hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-505

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE CITIZEN'S HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-490

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for of the Citizen's Housing and Community Development Committee of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code of the Citizen's Housing and Community Development Committee of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-490 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

CITIZENS HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

~~OF THE CITY OF MODESTO~~

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Citizens Housing and Community Development Committee.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk.

CITIZENS HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Committee Members	1
Consultant	1

CITIZENS HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: ~~Designated employees~~Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job~~.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-506

Print

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE DISABLED ACCESS APPEALS BOARD OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-491

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the Disabled Access Appeals Board of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code for the Disabled Access Appeals Board of the City of Modesto as submitted, a copy of which is attached hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-491 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

DISABLED ACCESS APPEALS BOARD

~~OF THE CITY OF MODESTO~~

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Disabled Assess Appeals Board.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk ~~& Auditor~~[WU1].

DISABLED ACCESS APPEALS BOARD

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Board Members	1
Consultant	~~2~~1

DISABLED ACCESS APPEALS BOARD

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: Individuals~~Designated employees~~ in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-507

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE ENTERTAINMENT COMMISSION OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-492

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the Entertainment Commission of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code for the Entertainment Commission of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-492 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

ENTERTAINMENT COMMISSION

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Entertainment Commission.

Designated employees shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the Office of the City Clerk.

ENTERTAINMENT COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Committee Members	~~2~~ 1
Consultant	1~~2~~

ENTERTAINMENT COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-508

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE HOUSING REHABILITATION LOAN COMMITTEE OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-493

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the Housing Rehabilitation Loan Committee of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code for the Housing Rehabilitation Loan Committee of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-493 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

HOUSING REHABILITATION LOAN COMMITTEE

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Housing Rehabilitation Loan Committee.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk.

HOUSING REHABILITATION LOAN COMMITTEE

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Committee Members	1
Consultant	1

HOUSING REHABILITATION LOAN COMMITTEE

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: Individuals ~~Designated employees~~ in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-509

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE LANDMARK PRESERVATION COMMITTEE OF THE CITY OF MODESTO AND RESCINDING RESOLUTION 2010-494

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Amended Conflict of Interest Code for the Landmark Preservation Committee of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code for the Landmark Preservation Committee of the City of Modesto as submitted, a copy of which is **attached** hereto, is hereby approved.

BE IT FUTHER RESOLVED that Resolution No. 2010-494 adopted by the Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

LANDMARK PRESERVATION COMMISSION

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Landmark Preservation Commission.

Designated employees and officials shall file their statements with the Office of the City Clerk ~~and Auditor~~ which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated ~~employees~~ officials will be retained by the Office of the City Clerk ~~& Auditor~~.

LANDMARK PRESERVATION COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Committee Members	1
Consultant	1

LANDMARK PRESERVATION COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated ~~employee~~ official by virtue of his or her ~~the employee's~~ position.

Group 1: Individuals~~Designated employees~~ in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the City Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-510

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE REDEVELOPMENT AGENCY OVERSIGHT BOARD AND RESCINDING RESOLUTION 2012-484

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code, and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/departments which have adopted a Conflict of Interest Code, and

WHEREAS, The Political Reform act requires every local government agency to review its Conflict of interest Code on a biennial basis to determine if it is accurate or, alternatively, the need for amendment, and

WHEREAS, pursuant to Government Code Section 82011, this Council is the Code reviewing body for agencies of the City of Modesto, and

WHEREAS, the Council, at its meeting of December 2, 2014, considered the adoption of the Conflict of Interest Code for of the Redevelopment Agency Oversight Board of the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the amended Conflict of Interest Code of the Redevelopment Agency Oversight Board of the City of Modesto as **attached** hereto, is hereby approved.

BE IT FURTHER RESOLVED that Resolution 2012-484, adopted by the City Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CONFLICT OF INTEREST CODE

OF THE

MODESTO REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Modesto Redevelopment Successor Agency Oversight Board.

Designated employees/members shall file their statements with the Clerk of the Modesto Redevelopment Successor Agency Oversight Board which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Clerk of the Modesto Redevelopment Successor Agency Oversight Board.

MODESTO REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

CONFLICT OF INTEREST CODE

APPENDIX "A"

Designated Positions	Disclosure Category
Chairperson, All Board Members	1
Consultant	1~~2~~

MODESTO REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

CONFLICT OF INTEREST CODE

APPENDIX "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

~~Group 2: A consultant is any person who under contract provides information, advice, recommendation or counsel to any agency. The head of the department which hires a consultant shall determine on a case-by-case basis the appropriate disclosure of economic interest which the consultant is required to file with the Clerk on beginning and ending the job.~~

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-511

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 2nd day of December, 2014, 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 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 AND ECONOMIC DEVELOPMENT

A budget adjustment is necessary to recognize unbudgeted Federal funds revenue in the amount of $409,667 for Capital Improvement Project #100720, Traffic Signals 2013 Prescott Rd/Mt. Vernon Ave., and allocate said funds to various discretionary expenditure accounts within the project.

A budget adjustment is necessary to recognize unbudgeted Federal funds revenue in the amount of $195,061 for Capital Improvement Project #100719, Traffic Signals 2013 Roselle Ave./Belharbour, and allocate said funds to various discretionary expenditure accounts within the project. Local matching funds in the amount of $25,272 will come from Village One #2 CFD Fund Reserves, Fund 3291.

A budget adjustment is necessary to recognize unbudgeted Federal funds revenue in the amount of $577,750 for Capital Improvement Project #100634, Upgrade Traffic Signals 2013, and allocate said funds to various discretionary expenditure accounts within the project.

PARKS, RECREATION & NEIGHBORHOODS

A budget adjustment is necessary to establish and recognize $876,094 in Federal Housing Urban Development entitlement carryover revenue within the HOME Program Fund, and allocate said funds to Multi-Year Project #100623, HOME Direct Loan Services, within the HOME fund, for Direct Loan expenditures.

UTILITY PLANNING & PROJECTS

A budget adjustment is necessary to transfer $1,040,000 from Water Fund Reserves, Fund 4100, to Capital Improvement Project #100835, Well 274 Nitrate Treatment, to establish an expense budget for the design, construct and rehabilitation of the well in the Grayson community.

A budget adjustment is necessary to transfer $1,040,000 from Water Fund Reserves, Fund 4100, to Capital Improvement Project #100836, Well 244 Manganese Treatment, to establish an expense budget for the design, construct and rehabilitation of the well in the Waterford community.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-512

Print

RESOLUTION APPROVING AN AGREEMENT WITH BROWN AND CALDWELL FOR THE PRELIMINARY DESIGN REPORT FOR CERES TRUNK REHABILITATION AND RELIABILITY, IN AN AMOUNT NOT TO EXCEED $281,448 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $30,471 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $311,919, 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, as

WHEREAS, several reinforced concrete pipe (RCP) trunk sewer segments have been designated for rehabilitation based on factors including deterioration, excessive infiltration due to defects, and hydraulic deficiencies, as

WHEREAS, the WWCSMP lists the Ceres Trunk as a high priority project due to it being one of the most severely corroded RCP trunk sewers in the City, as

WHEREAS, the Ceres Trunk is known as a secondary trunk and conveys all flow from northern Ceres and Area 8 (south-east Modesto) to the River Trunk, as

WHEREAS, the Ceres Trunk crosses under Highway 99 and the Tuolumne River (Shackelford Crossing), and consists of 18-inch to 24-inch diameter RCPs, as

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, as

WHEREAS, the design will evaluate rehabilitation methods to determine the most economical and beneficial approach, and will evaluate alternative alignments of certain sections to correct existing hydraulic deficiencies, as

WHEREAS, this project will also include the design of a second 24-inch diameter pipeline under Highway 99 for reliability, as

WHEREAS, 5he level of effort anticipated to evaluate the alternatives and prepare a Preliminary Design Report (PDR) for this project is beyond the availability of current staffing, as

WHEREAS, therefore, staff is recommending the use of an engineering consultant to complete the PDR, as

WHEREAS, on September 3, 2013, by Resolution No. 2013-315, the City Council approved a prequalified list of consultants for Engineering Design Services for Wastewater and Storm Drain CIP projects, as

WHEREAS, two proposals were received on July 3, 2014, and were reviewed by a selection committee that consisted of Engineering and Operations & Maintenance staff from the Utilities Department, as

WHEREAS, the selection committee determined that Brown and Caldwell was the most responsive and qualified firm to prepare the PDR for the Ceres Trunk Rehabilitation and Reliability project, as

WHEREAS, the scope of services to be provided under this agreement includes: 1) Coordination of meetings and workshops with City staff; 2) Preliminary site investigation including topographic survey and utility coordination; 3) Evaluation of WCSMP-identified projects and design alternatives; 4) Hydraulic evaluation of viable options; and 5) Completion of the 35% design (plans, specifications and estimate) for these improvements, as

WHEREAS, staff recommends approval of an agreement with Brown and Caldwell to prepare the PDR 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 Preliminary Design Report for Ceres Trunk Rehabilitation and Reliability in an amount not to exceed $281,448 for the identified scope of services, plus $30,471 for additional services (if needed), for a maximum total amount of $311,919.

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 December, 2014, 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. 2014-513

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CIP BUDGET IN THE AMOUNT OF $125,000 TO BE TRANSFERRED INTO CIP ACCOUNT 100683 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH BROWN AND CALDWELL FOR THE PRELIMINARY DESIGN REPORT FOR CERES TRUNK REHABILITATION AND RELIABILITY, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $125,000, in order to fund the Preliminary Design Report agreement, including support by City staff for the Ceres Trunk Rehabilitation and Reliability project, and

WHEREAS, the Fiscal Year 2014-20154 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 2nd day of December, 2014, 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 CIP Account #100683-"Ceres Trunk Rehabilitation", the project costs need to be increased by $125,000. This would be done by adjusting Engineering/Design/Administration (EDA) in CIP Account #100683-"Ceres Trunk Rehabilitation and Reliability" by $125,000.

To fund the above account, $125,000 will be transferred from Wastewater Fund Reserves into CIP Project #100683-"Ceres Trunk Rehabilitation" project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-514

RESOLUTION ADOPTING THE UPDATED HOUSE SEWER LINE REPAIR COST-SHARE PROGRAM, WHICH INCLUDES NEW LOAN FEES, LOAN TERMS, AND CITY STAFF PROCEDURES

WHEREAS, in early 2012, the City of Modesto's consultant, NV5, prepared a Technical Memorandum that made several recommendations to improve the House Sewer Line Repair Cost-share Program (CSP), which has been in operation for 24 years, and

WHEREAS, NV5 was tasked to look for ways to streamline the administration of the CSP, which included the application process to help establish the loan program that was part of the original Council policy, and

WHEREAS, in March 2012, staff presented CSP recommendations to the Economic Development Committee and in April 2012, by Resolution 2012-155, Council authorized staff's implementation of CSP improvements, and

WHEREAS, one of the suggested improvements, "develop and implement a loan program for the property owner's 50% share of work in the public right-of-way", requires additional Council action to complete, and

WHEREAS, staff and NV5 developed all materials necessary to implement the CSP Loan Program; however, before implementing the loan program, fees associated with the loan program must be approved by City Council, and

WHEREAS, participation in the loan program is optional, and

WHEREAS, staff is recommending the following fees be established to offset the cost of the loan program:

Fee Description	Fee amount
Administrative Fee	$250.00
Title Guarantee - Determined by Title Company (direct charge from Title Company)	$ 75.00
Removal of Lien - Determined by County (direct charge from Stanislaus County)	$ 12.00

WHEREAS, the term of the CSP Loan Program had not been established and the City Council, (by Resolution 90-746), previously authorized a deferral program to assist single-family property owners that are not connected to the City's wastewater system, and

WHEREAS, due to the health and safety concerns associated with failed septic systems, this program allows property owners to pay 10% of the wastewater connection fee up front with the remaining 90% paid, with interest, over ten years, and

WHEREAS, with respect to the CSP Loan Program, staff is recommending that a multi-tier financing plan be adopted to allow most payments to stay under $1,000 per year or $85 per month, as shown below:

Tier	Loan Range	Loan Amounts
1	Two (2) years	$1,250 to $2,000
2	Three (3) years	$2,001 to $3,000
3	Four (4) years	$3,001 to $4,000
4	Five (5) years	$4,001 to $5,000
5	Six (6) years	$5,001 and above

Note: Property owners' share of costs below $1,250 is not eligible for the loan program.

, and

WHEREAS, a loan agreement will be executed between the City and property owner and the executed loan agreement will be recorded against the property, and annual payments will be collected via the secured tax rolls, and

WHEREAS, in addition, Council authorized staff to, "implement more streamlined procedures for administration of the CSP," and

WHEREAS, the revised procedures are intended to address several issues associated with the potential abuse by contractors and the lengthy approval process intended to prevent potential abuse, and

WHEREAS, the modified loan program is listed as **Attachment** A to this resolution, and

WHEREAS, included in the revised CSP procedures is a new Lateral Cleaning Program, as proper cleaning and inspection are necessary to determine if the house sewer line requires repair, and

WHEREAS, staff is recommending a "complimentary lateral cleaning" when the lower lateral is plugged and the property has a clean-out at the property line, and

WHEREAS, when a clean-out cannot be located, the City will require a clean-out be installed and the lower lateral cleaned before CSP repairs are approved, and

WHEREAS, on October 27, 2014, 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 hereby approves the updated House Sewer Line Repair Cost-Share Program, which includes new loan fees, loan terms, and City staff procedures.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

MODESTO
CALIFORNIA

City of Modesto House Sewer Line Repair Cost-Share Program Guidelines

The House Sewer Line Repair Cost-Share Program (CSP) provides financial assistance to property owners for the replacement of their house sewer line within the public right-of-way.

Contact Information:

Community & Economic Development Department
House Sewer Line Repair Cost-Share Program Coordinator
PO Box 642
Modesto, CA 95353
209-342-4712

** If you hare having a sewer problem, first call the City Wastewater Collections Department at 577-6200. The Sewer Department will check to see if the sewer main is blocked. If blocked, City crews will clear the sewer main and restore sewer service.

Partnering

PURPOSE

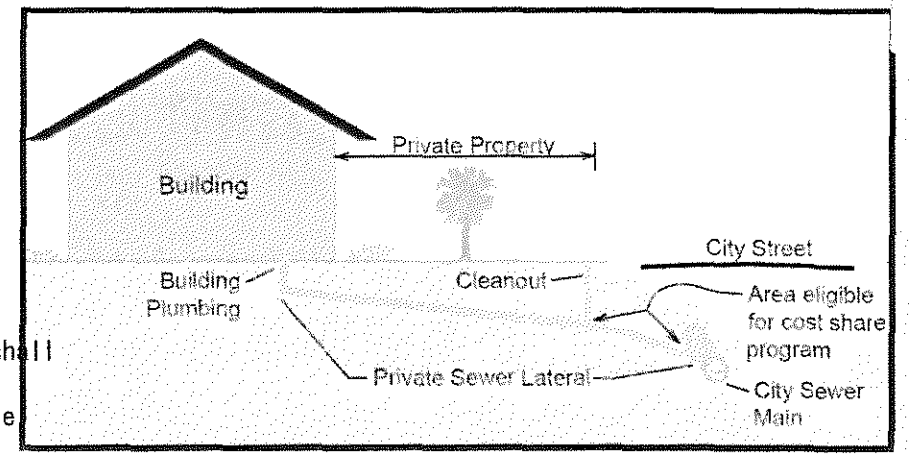
Property owners are responsible for the maintenance and repair of the house sewer line that delivers sewage from the residence to the sewer main in the street. The City Council recognized that the cost of repairing the house sewer line can be significant for property owners. To ensure timely repair and maintenance of house sewer lines and to prevent potential health hazards, the House Sewer Line Repair Cost-Share Program (CSP) was established. The CSP provides financial assistance to property owners for the replacement of public improvements a□ected during repairs to the house sewer line located within the public right-of-way.

FINANCIAL ASSISTANCE

Financial assistance is dependent upon the availability of annual funding.

Reimbursement: The property owner is responsible for the full payment of the repair within the public right- of-way. The City will reimburse 50% of the cost to replace public Improvements a□ected during repairs to the house sewer line located within the public right-of-way, is based on 50% of the lowest of three bids.

Ownership



RESPONSIBILITY

According to the Modesto Municipal Code, Section 5-6.309(b), each user shall be responsible for the construction, maintenance and repair of his/her house sewer line.

DEFINITION

House Sewer Line/Private Sewer Lateral: The house sewer line or private sewer lateral consists of the pipe that begins at the house/building plumbing system and extends to, but does not include, the connection at the City sewer main. The house sewer line or private sewer lateral is further detailed in City Standard Detail No. 513.

Qualification

PROGRAM REQUIREMENTS

To qualify for the program, the following conditions must be met:

1. The property is a residential (6 units or less).
2. The repair or replacement work is in the public right-of-way (not on private property).
3. The residence is on property annexed to the city of Modesto.
4. The work is to be completed by a contractor licensed to perform work in the right-of-way. These contractors would hold a valid Class A General Engineering or Class C-34 Pipeline Contractor license.
5. All necessary paperwork is submitted to the CSP coordinator and approved prior to the start of work.
6. The repairs include any necessary upgrades for compliance with current City Standards. This may include changes such as using a di□erent pipe material or the addition of a sewer cleanout adjacent to the property line. Upgrades are not eligible for reimbursement.
7. An encroachment permit is obtained by the contractor prior to starting the work and the work is inspected and approved by the City inspector.
8. The City requires at least three quotes from properly licensed contractors. (except for a "Clean-out Only")

APPLICATION

For consideration to participate in the CSP, applicants must complete and submit the following:

- Application Form
- Release and Waiver of Liability and Indemnity Agreement
- Contractor Quotation Form

The application and forms are available at:

- http://www.modestogov.com/ced/about/engineering/
- Community & Economic Development Department, 1010 10th Street, 3rd Floor, Modesto, CA 95354

Questions?

Additional information is available for the program, by contacting the CSP Coordinator at 342-4712 or on the City's website at: http://www.modestogov.com/ced/about/engineering.

CITY OF MODESTO HOUSE SEWER LINE REPAIR COST SHARE PROGRAM

Revised October, 2014

1) OVERVIEW

a) The City of Modesto owns and maintains the sewer collection system, which includes sewer mains. The property owner owns and is responsible for the maintenance and repair of the sewer lateral that delivers sewage from the residence to the sewer main. The City of Modesto (City) Cost Share Program (CSP) was implemented in 1990 to assist property owners when repairing or replacing the private sewer line located within the public right-of-way (ROW). The CSP was intended to offset the cost to the homeowner for the removal and replacement of city-owned street improvements (pavement, curb, sidewalks).

2) POLICY

a) The CSP reimburses homeowners 50% of repair costs within the public right-of-way for properties within the City limits, where existing street improvements must be removed to repair the house sewer line. Requests to participate in the CSP may be disallowed in those cases where the house sewer line has been installed in violation of the City of Modesto Standard Specifications or when a property owner or occupant has put unacceptable material into the house sewer line causing a blockage or break, as determined by the City Engineer.

b) LIMITATIONS
   1. Property must be located within the City limits
   2. Repairs must be within the public right-of-way
   3. House sewer line must not be in violation of City Standard Specifications
   4. Blockage or break must not be caused by unacceptable material discharged by owner or occupant

NOTE: Multi-family (less than 6 units) are eligible to participate in the CSP

3) PROCEDURE

The City of Modesto, Utilities Department will offer complimentary lower lateral cleaning to all City of Modesto customers (residential and commercial). The complimentary lower lateral cleaning service is in the City's best interest because it encourages customers to contact the City first and properly cleaning laterals reduces impacts to the City's sewer main.

a) STEP 1: CONTACT THE CITY OF MODESTO

i) CONTACT – Customers should first contact the City of Modesto sewer department at 577-6200 when experiencing a sewer problem.

ii) FIRST RESPONSE – A Customer Service Operator (CSO) will respond as soon as possible, usually within an hour.

iii) CITY CHECKS MAINLINE – The CSO will check to see if the City sewer main in the street or alley is plugged and clear the stoppage to restore service.

iv) LOCATE CLEAN-OUT – If the City sewer main is not plugged, the CSO will attempt to locate your private sewer clean-out at the property line. (If the clean-out is not located, skip to section viii)

v) LOWER LATERAL CLEANING – If the clean-out is located and the lower lateral is plugged, the CSO will "snake" the lower lateral to clear the stoppage.

NOTE: The City is under NO OBLIGATION to provide lower lateral cleaning. The City provides these services only as a courtesy to customers

vi) LOWER LATERAL INSPECTION – After the lower lateral is cleaned, the CSO will inspect the lower lateral using a lateral camera.

vii) ADDITIONAL REPAIRS – If the CSO discovers structural problems that require additional repairs within the lower lateral; the CSO will complete a CSP Inspection Report and notify the property owner that additional repairs are necessary. The CSP Inspection Report will be turned in to the Wastewater Collections Supervisor and, after approval, forwarded to the Community & Economic Development Department, CSP Coordinator. .

viii) NO CLEAN-OUT - If the City's sewer main is clear and a clean-out cannot be located; a clean-out will need to be installed so the sewer lateral can be properly cleaned and inspected.

(1) Install a Clean-out

(a) "Clean-out Only" CSP – If the customer does not have a clean-out, the CSO will provide a CSP "Clean-out Only" Application. The City will reimburse 50% of the cost to install a clean-out. To streamline the "clean-out only" application process, the CSP will reimburse 50% of any single bid for clean-out installation up to $600. For installations over $600, the City will reimburse 50% of the $600 or the lowest of three bids.

(2) After Clean-out Installation

(a) After the clean-out has been installed, go back to section 3,a,v, Lower Lateral Cleaning

b) STEP 2: APPLICATION & REPAIR ESTIMATES

After the customer has been notified that their house sewer line is in need of repair, they will need to contact the Community & Economic Development Department and submit the following to the Cost Share Program Administrator:

(1) Completed CSP Application
(2) Release and Waiver of Liability and Indemnity Agreement
(3) Three (3) itemized estimates for all repair work within the right-of-way. Have bidding contractors list separate line items for repairs on your property, under the street,

alley, or sidewalk. The estimates should also list separately all labor, materials, and equipment. Permit fees *including inspection fees* are not reimbursable and should not be included in the final estimate. The Community & Economic Development Department will review and confirm that each estimate is legitimate and the cost of all repair work is reasonable.

NOTE: Three bids are not required when applying for a "Clean-out Only" and the bid maximum is not exceeded

c) STEP 3: REPAIR

i) CHOOSING A CONTRACTOR – Customers may choose any of the properly licensed contractors that submitted a bid; however, the City will only reimburse 50% of the lowest bid.

ii) PERMITS – The contractor will need to obtain the proper permits prior to starting the repair work:

(1) Encroachment Permit – Necessary to complete work located within the public right-of-way (CSP reimbursable work).

(2) Building Permit – Necessary to complete repairs and inspections to the sewer lateral on your property (Generally not CSP work).

NOTE: Permit fees *including inspection fees* are not reimbursable

d) STEP 4: PAYMENT GUIDELINES

i) GENERAL – The City of Modesto will reimburse 50% of the lowest contractor bid.

City of Modesto permit fees will not be reimbursed

ii) COMPLETE WORK – Reimbursement will not be processed until all permitted work is complete and the permit has been signed off by the Construction Inspector.

iii) PAYMENT –

The following proof of payments must be received prior to reimbursement:

(1) The customer will submit proof of contractor payment to the Community & Economic Development Department, Land Development Engineering Division.

(2) All fees for all inspections have been paid to the Construction Administration Division.

iv) PROCESSING – After the City receives notice that the work is complete, the contractor has received payment, and the fees for inspection have been paid, the City will submit for reimbursement. Reimbursement is generally made within 2-4 weeks after the City receives notice that the contractor has been paid and the work is complete.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-515

Print

RESOLUTION APPROVING AN AMENDMENT TO THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT ANNUAL ACTION PLAN FOR FISCAL YEAR 2014-2015, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE RELATED DOCUMENTS

WHEREAS, the City of Modesto, as an entitlement community for Housing and Urban Development (HUD) is required to develop an Annual Action Plan (AAP) that describes anticipated uses of Community Development Block Grant (CDBG) and ,Emergency Solutions Grant (ESG) funds annually, and

WHEREAS, on April 8, 2014, the City Council, by Resolution No. 2014-136, adopted the AAP for FY 2014-15, and

WHEREAS, staff has proposed an amendment to the AAP as set forth in **Exhibit "A", attached** hereto and incorporated herein by reference, and

WHEREAS, notice has been duly given to the community of the proposed amendment to the AAP, and to provide a public comment period, which began October 24, 2014, and ended on December 2, 2014, and

WHEREAS, on September 17, 2014, the Citizens' Housing and Community Development Committee reviewed proposed reallocation of carryover funds, and

WHEREAS, a duly noticed public hearing was held by the City Council on December 2, 2014, at 5:30 p.m., in the Tenth Street Place Chambers, located at 1010 Tenth Street, to consider approval of the proposed amendment to the Fiscal Year 2014-15 HUD AAP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Fiscal Year 2014-15 HUD Annual Action Plan as described in **Exhibit** A.

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

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, by Councilmember Lopez, who moved its adoption, with 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

CDBG Entitlement Carryover Funds

Housing Rehabilitation

- $30,000 additional for Energy Efficiency Grants. This would allow the Program Guidelines to be modified to increase eligible grant amount from $3,000 to $5,000.

Public Facility Improvements/Community Development Activities

- $175,000 for Commercial Kitchen at Airport Neighborhood Community Center.
- $115,000 for Rehabilitation 308 Locus Street, a single-family residence owned by the City of Modesto, for supportive housing provided by Stanislaus County Affordable Housing Corporation [STANCO].
- $175,000 for Kitchen Upgrade at Senior Center.
- $65,000 for low-income neighborhood park/trail improvements.
- $150,000 to design (master plan) and construct a senior playground in consultation with senior stakeholders.
- $100,000 to identify area(s) in low-income neighborhood(s) prone to flooding, design and/or construct storm water system improvements.

Economic Development Activities

- $ 50,000 additional allocation for Microenterprise Incubator Project.

CDBG Revolving Loan Fund Carryover Funds

Housing Rehabilitation

- $100,000 additional for Home Repair Program Loans.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-516

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND MULTI-YEAR BUDGETS TO REFLECT APPROVED REALLOCATIONS OF CARRYOVER FUNDS TOTALLING $960,000 IN THE 2014-2015 ANNUAL ACTION PLAN AS NOTED IN EXHIBIT A AS SET FORTH IN THE INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS); AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto, as an entitlement community for Housing and Urban Development (HUD) is required to develop an Annual Action Plan (AAP) that describes anticipated uses of Community Development Block Grant (CDBG) and, Emergency Solutions Grant (ESG) funds annually, and

WHEREAS, on April 8, 2014 the City Council, by Resolution No. 2014-136, adopted the AAP for FY 2014-15, and

WHEREAS, staff has proposed an amendment to the AAP as set forth in **Exhibit** "A", **attached** hereto and incorporated herein by reference, and

WHEREAS, notice has been duly given to the community of the proposed amendment to the HUD AAP, and to provide a public comment period, which began October 24, 2014 and ended on December 2, 2014, and

WHEREAS, on September 17, 2014, the Citizens' Housing and Community Development Committee reviewed proposed reallocation of carryover funds, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Fiscal Year 2014-2015 Annual Action Plan as described in **Exhibit** A.

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 2nd day of December, 2014, by Councilmember Lopez, who moved its adoption, with 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

CDBG Entitlement Carryover Funds

Housing Rehabilitation

- $30,000 additional for Energy Efficiency Grants. This would allow the Program Guidelines to be modified to increase eligible grant amount from $3,000 to $5,000.

Public Facility Improvements/Community Development Activities

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- $150,000 to design (master plan) and construct a senior playground in consultation with senior stakeholders.
- $100,000 to identify area(s) in low-income neighborhood(s) prone to flooding, design and/or construct storm water system improvements.

Economic Development Activities

- $ 50,000 additional allocation for Microenterprise Incubator Project.

CDBG Revolving Loan Fund Carryover Funds

Housing Rehabilitation

- $100,000 additional for Home Repair Program Loans.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-517

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND THE MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION (MCMA) FOR A TERM OF SEPTEMBER 24, 2013 TO MARCH 7, 2016; AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES AND CITY MANAGER OR 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 Confidential and Management Association (MCMA) expired on September 23, 2013, and

WHEREAS, representatives of the CITY and the MCMA 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 MCMA 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:

Article 1. TERM. The term of the MOU shall be from September 24, 2013 to March 7, 2016.

Article 5. SALARY. Amend to include 2.0% salary increase effective the first pay period following ratification of this MOU by MCMA and adoption by the City Council. Effective as of the first day of the pay period including March 1, 2016, employees will receive an additional 1.0% salary increase. In addition, based on the results of the City's most recent labor market study, the salary range for each of the

AMENDED exhibit A
on 6-23-15
By Resolution 2015-195

benchmark classes listed in **Exhibit** X, along with any related classes, shall increase in accordance with the schedules set forth in **Exhibits** A through D **attached** hereto.

Article 7. PROBATION. Amend language to extend probation for the length of time the probationary employee is on any leave of absence or unable to perform full range of duties due to injury or illness.

Article 19. VACATION. Amend language to reflect accrual of vacation leave hours in tenths of an hour and allow adjustment as necessary at the end of June in each year to ensure accruals are consistent with the annual accrual rates provided in the MOU. Amend language to add all employees in the MCMA bargaining unit shall be credited with thirty-two (32) hours of special leave for used during FY214/2015. 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.

Article 20. HOLIDAY. Amend language to add "Additional Holiday" for FY 2014/2015 on December 24, 26 and January 2 and to include 3 additional holidays for FY2015/2016 to be utilized on a date to be determined. Employees scheduled to work during either of these holiday closure periods will be granted equivalent holiday leave hours that must be used during the fiscal year for which the leave was allotted.

Article 21. SICK LEAVE. Amend language regarding Kin Care to encourage employees to provide as much advance notice as reasonably possible to the City of the planned absence.

Article 22. CATASTROPHIC LEAVE. Removal of article due to cessation of program.

Article 24. LEAVES OF ABSENCE. Language addition to reflect request for leaves to be in writing.

Article 28. UNIFORM ALLOWANCE. Amend language to convert reimbursement of safety shoes to $190 annual allowance distributed one time per year in the first pay period of each July retroactive to July 1, 2014.

Article 32. RETIREE MEDICAL. Amend language to include the following provisions: 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.

Employees hired on or before December 31, 2010 and who retire from the City prior to 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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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.

For Employees hired on or before December 31, 2010 who retire from the City after December 31, 2014, 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 to purchase medical insurance. For each eight 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 $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.

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) account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

For all MCMA 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. 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.

Article 41. GRIEVANCE PROCEDURE. Amend language regarding Time Limitations and Notification to add language regarding a lack of response from the employee and/or their representative within 90 days of notification of any step in the grievance process will result in a dismissal of the grievance.

CONTINUATION OF REMAINING PROVISIONS. Except as provided above, the remaining provisions of the June 19, 2012 through September 23, 2013 MOU between the CITY and MCMA shall continue in the new MOU. The exact language of all provisions shall be set forth in the MOU between the CITY and MCMA.

WHEREAS, the Council considered this matter at its meeting of December 2, 2014,

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 Confidential and Management Association, which covers a term from September 24, 2013 through March 7, 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 2nd day of December, 2014, 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

between the

CITY OF MODESTO

and the

MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION

September 24, 2013

Through

March 7, 2016

Reso 2014-517

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MODESTO AND
THE MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION
September 24, 2013 – March 7, 2016

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the wages, hours and other terms and conditions of employment for employees represented by the Modesto Confidential and Management Association (hereinafter referred to as "MCMA").

ARTICLE 1. TERM

A. Term: The term of this MOU shall commence at 12:01 a.m. on September 24, 2013, and this MOU shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of March 7, 2016. Unless otherwise provided for in the MOU, its terms shall not become effective until the MOU is ratified by MCMA membership and adopted by the City Council in accordance with the Brown Act.

ARTICLE 2. CITY MANAGEMENT RIGHTS

The City of Modesto (hereinafter referred to as "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 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 MOU covers the employees in the position classifications of CITY, which MCMA is certified as representing, and MCMA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this MOU. **(See Exhibit 1: Classifications and Salary Ranges.)**

ARTICLE 4. RENEGOTIATIONS

A. Negotiations shall begin no later than ninety (90) calendar days prior to the termination date of this MOU. The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.

B. When negotiating an MOU, MCMA 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. The Association may designate a professional representative to participate in negotiations.

MCMA employees shall have their work hours and/or duty days adjusted so that they will be on active duty during negotiations whenever possible. 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 call-back).

C. The CITY and MCMA agree to discuss the use of the methods and principles of Interest Based Negotiations (IBN) when a successor agreement to this MOU is negotiated. Discussions regarding the use of IBN shall occur at least nine (9) months prior to the expiration of this MOU.

Should the parties agree to use IBN to negotiate a successor agreement, the CITY will arrange for IBN training. The training shall be conducted at least four (4) months prior to the expiration date of this MOU. Prior to the training, the Association will designate no more than six (6) MCMA members (including a professional representative if applicable) to receive the training. At the CITY's option, the number of MCMA participants may be increased. This training may be conducted in conjunction with the training of other employees or other agencies.

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

A. Salary Rates and Ranges: The classification titles for positions in this unit, with the corresponding salary range code, are listed in Exhibit 1 (Classifications and Salary Ranges). The salary range for each of those positions shall remain unchanged from July 1, 2013 through the last date of the pay period prior to ratification of this MOU by MCMA and adoption by the City Council in accordance with the Brown Act as provided in **Exhibit 2 (Schedule of Salary Ranges).** Effective the first pay period following ratification of this MOU by MCMA and adoption by the City Council in accordance with the Brown Act, employees will receive a 2.0% salary increase, as provided in **Exhibit 3** (Schedule of Salary Ranges after 2.0% Increase). Effective as of the first day of the pay period including March 1, 2016, employees will receive an additional 1.0% salary increase, as provided in **Exhibit 4**. Classifications, Job Titles and Salary Ranges may be amended from time to time by Resolutions adopted by the City Council.

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**.

B. Initial Step Placement: Each salary range shall consist of five (5) steps, A through E, at (5%) increments. Progression through the steps shall be based upon both length of

service and job performance. The 2012 conversion from a nine (9) step progression to a five (5) step progression required the combining of steps.

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. 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. Employees hired at Step A, shall be considered for a step increase upon completion of thirteen (13) pay periods. An overall "Meets Expectations" rating will result in a one-step (5%) increase. Consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step E is attained.

3. Employees hired at other than Step A shall normally be considered for a step increase upon completion of twenty-six (26) pay periods, and consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step E is attained.

C. Accelerated Step Increase:
Accelerated step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.

D. Denial of Step Increase:
When a step increase is denied, there shall be no reconsideration until the employee's next scheduled performance evaluation in twenty-six (26) pay periods. There is no right of appeal to the withholding of a step increase, but the reasons for withholding the increase shall be given in writing to the employee. "Withholding of a step increase" is defined as denial of the five percent (5%) step increase. The employee may contest the withholding of the step increase, in writing, beginning with the rater's supervisor and ending with the Department Director. The decision of the Department Director shall be final.

E. Step Reduction:
Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, a non-exempt employee's step may be reduced to a lower step. For exempt employees, performance deficiencies may be cause for any FLSA-compliant action, in accordance with applicable law. There is no right of appeal under ARTICLE 43. (DISCIPLINARY APPEALS) due to the lowering of steps, but the reasons for reduction shall be given in writing to the employee. An employee may contest the lowering of a step through the process in ARTICLE 41. (GRIEVANCE PROCEDURE).

All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

F. Mandatory Furloughs: For fiscal year 2012-2013, each bargaining unit member shall take forty hours of mandatory furloughs totaling 1.9% salary deduction taken in

equalized payroll deductions during fiscal year 2012-2013. Bargaining unit members will take these furlough hours on December 24, 26-28, and 31, 2012. Furlough hours that have been deducted and banked but have not been taken as time off by June 17, 2013 shall be forfeited.

1. Effective pay period beginning July 17, 2012 through pay period ending on April 22, 2013, each member shall have two (2) unpaid furlough hours deducted from his/her paycheck. This translates to two (2) hours per pay period and is calculated by dividing forty (40) hours by twenty (20) pay periods.

2. Furlough hours that have been deducted but have not been taken shall be forfeited.

3. Employees who regularly work a reduced work schedule will have the forty (40) hour furlough requirement reduced in proportion to their reduced work schedule.

4. City Hall (Tenth Street Place) and most other locations shall be closed on those dates. However, the Waste Water Treatment Plant will operate under minimum staffing and other critical operations, including but not limited to, Traffic Operations and Electrical, Airport, Environmental Compliance, Fleet, Trees, Water, Water Quality, Finance/Utilities, Parks, Building Services, Custodial, and Compost shall provide minimum staffing needed to maintain basic health and safety services to citizens. Other services may staff with call back or standby.

ARTICLE 6. PERFORMANCE EVALUATION

The CITY and MCMA 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 that an employee's work does not meet expectations, the supervisor shall take appropriate steps to encourage improvement and may set a definite period of time in which improvement is expected. For non-exempt employees, failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, suspension or dismissal. For Exempt employees, failure to achieve satisfactory improvement may be cause for any FLSA-compliant action, in accordance with applicable law.

ARTICLE 7. PROBATION

A. All original and promotional appointments shall be tentative and subject to a probationary period of one year from the date of appointment to the position. The probationary period shall be an essential part of the examination process and shall be used for the effective adjustment of the employee to meet the required standard of work. 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.

B. 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.

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.

ARTICLE 8. PAY PERIOD DEFINITION

A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first full pay period under this MOU shall commence at 12:01 a.m., Tuesday, September 24, 2013.

ARTICLE 9. 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 flexible work hours.

ARTICLE 10. 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.

ARTICLE 11. APPROVED WORK SCHEDULES

A. The CITY has the right to implement work schedules, other than the traditional 5/2 schedule, to meet the needs of the organization and the individual departments. Prior to implementation of an alternate schedule, the CITY shall meet and confer with MCMA on the impacts of the alternate schedule. Work schedules currently authorized are described below.

B. Nine-eighty (9/80) and Four-ten (4/10) Work Schedules:
The nine-eighty (9/80) and four-ten (4/10) work schedules may be approved for classifications or positions that are overtime-eligible. These schedules may also be approved for 1) exempt first-line supervisory classifications when the CITY desires that the supervisor work the same schedule as his/her subordinates, and for 2) exempt professional or para-professional classifications where such work schedules will not interfere with the employee's ability to coordinate with other staff.

C. Modified Four-ten (4/10) Schedules:
This schedule may only be approved for exempt first-line supervisory classifications in the Police Department when the CITY desires that the supervisor work the same schedule as his/her subordinates.

D. Exempt employees working alternate schedules will be expected to attend CITY meetings or attend to CITY business on their days off, should the need arise.

E. Positions or classifications not meeting the criteria designated in paragraphs B and C, above, are not eligible for these alternate work schedules, except that the City Manager, or designee, may authorize exceptions.

F. A Department Director may require implementation of these schedules for one, or more, eligible employees, based on the needs of the CITY. An employee in these eligible classifications or positions may also request one of these work schedules. Any request for one of these alternate work schedules must be justified and approved by the Department Director.

All approved requests will be forwarded to the Human Resources Department for processing. The nine-eighty (9/80) work schedule shall not be effective until Human Resources has officially changed the employee's workweek, as outlined in **Exhibit 6**, attached.

A Department Director may discontinue an alternate work schedule for one, or more, employees after written notification to each employee and after the Human Resources Department has processed this change, including officially changing the employee's workweek, if needed.

ARTICLE 12. LEAVE USAGE ACCRUALS

All leave accrual, including the accrual of overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including the use of 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 13. REST PERIODS FOR NON-EXEMPT EMPLOYEES

Rest periods may be granted daily in accordance with the requirements of the department. Rest periods shall not exceed fifteen (15) minutes each and shall be considered as time worked.

ARTICLE 14. OVERTIME FOR NON-EXEMPT EMPLOYEES

A. Policy. It is the policy of the CITY 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 in the sole

discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department.

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 (1½) 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 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. For employees hired on, or after, October 4, 2005, quarterly payment shall be for all hours over one hundred (100). The Payroll calculation for the Cashout made for these months is based on the CTO hours from the prior pay check (before the last pay check for these months).

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 and sufficient notice, as determined by the Finance Director, is provided. Compensating time off may be taken at the request of the employee and with the approval of the Department Director or designee, in accordance with FLSA regulations. Compensating time off will be taken in straight time hours.

Prior to the promotion, reclassification or change to FLSA exempt status of an employee, all compensating time off shall be taken or paid at the employee's then current regular rate of pay.

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 as is necessary to insure that the employee's actual time worked does not exceed forty (40) hours within a given workweek.

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 15. CALL-DUTY PAY

A. Non-exempt employees, (as defined in D below) 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 call-duty. While on call-duty (sometimes referred to as on-call), an employee shall be free to use the time for his or her own purposes.

B. Call-duty 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 duty within a reasonable period of time, not to exceed thirty (30) minutes. Call-duty time shall not count as hours worked.

C. Assigned personnel shall receive call-duty pay in the amount of two (2) hours pay on their regularly scheduled workday and four (4) hours pay on the employee's regularly scheduled days off and fixed CITY holidays.

D. System Technicians are the only positions authorized to receive call-duty pay. During the term of this MOU, if a Department Director, with the concurrence of the Director of Human Resources, assigns any other non-exempt position(s) to call-duty, assigned personnel shall be subject to the restrictions and entitled to the compensation provided by this Article.

ARTICLE 16. CALL-BACK PAY FOR NON-EXEMPT EMPLOYEES

A. When a non-exempt employee (as defined in D below) returns to active duty at the request of the Department Director after the employee has been released from active duty, the employee shall be entitled to call-back compensation.

B. 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 Call-Duty as described in ARTICLE 15. CALL-DUTY PAY;

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 their regular work shift.

C. 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.

D. Systems Technicians are the only positions authorized to receive call-back pay. During the term of this MOU, if a Department Director, with the concurrence of the Director of Human Resources, designates additional position(s) as subject to call-back, assigned personnel shall be entitled to the compensation provided by this Article.

ARTICLE 17. ACTING AND OUT-OF-CLASS PAY

A. Acting Pay:
Employees directed to work continuously in a vacant higher level regular position shall, subject to the other provisions of this paragraph, receive a salary increase to the higher level for the time actually worked in excess of twenty (20) consecutive_work days. 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 attrition 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. In the event that an eligible list exists for the vacant position, the list will be consulted before making the acting pay assignment. Assignment rotations among qualified staff are encouraged unless such rotations would considerably disrupt the operations of the department(s).

B. Out-of-Class Pay:
At the request of the Department Director, the Director of Human Resources shall authorize additional compensation for an employee, if it is determined that an employee has been directed to work continuously in a higher classification or at a higher level of responsibility for the time actually worked in excess of fifteen (15) consecutive_work days. It is the responsibility of the Director of Human Resources to approve or disapprove such requests. In the event of a dispute, the decision is subject to review by the City Manager and is 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 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 18. EXEMPT MANAGEMENT LEAVE

A. There is no cash value to the management leave and shall not be subject to cash-out provisions.

B. Commencing January 1, 2011, employees in exempt regular positions shall be granted forty (40) hours Management Leave and this Management Leave shall be made available for use beginning in the first pay period in January and July of each calendar year, to be taken at the discretion of the employee and upon approval by the Department Director, and shall be prorated for less than full-time employees. Said leave shall be advanced with the first paycheck in January and July and must be taken by Monday, December 30, 2013. Leave not used before the end of the calendar year period for which it is advanced will be forfeited.

C. An exempt employee hired after Management Leave has been advanced for the calendar year shall be eligible for a pro-rated portion of Leave.

ARTICLE 19. VACATION

A. The following vacation accrual rates shall be established for regular employees:

Annual Vacation Accrual Rate	Years of Service
80 hours	1
88 hours	2
96 hours	3
104 hours	4
112 hours	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

B. 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. Requests for vacation accrual in excess of the cap will require City Manager approval.

C. All vacation leave must be approved by the Department Director or designated representative.

D. Employees in regular positions shall accrue, on a pro-rata 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-rata basis.

E. 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.

F. Negative Vacation. Effective January 24, 2006, employees shall not be permitted to take vacation in advance of accrual, except in 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.

G. Vacation leave shall be compensated at the employee's regular hourly rate of pay.

H. With the approval of the City Manager, 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 lay-off. In-lieu of such vacation the employee may elect a lump sum payment for accrued vacation time upon separation from the CITY. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the CITY.

I. Upon ratification of a successor MOU by MCMA and adoption by the City Council in accordance with the Brown Act, employees in the MCMA bargaining unit shall be credited with thirty-two (32) hours of special leave for use during FY2014-15. Employees who become members of the bargaining unit after ratification of this MOU by MCMA 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 16 hours of special leave under this subsection).

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 MCMA 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 16 hours of special leave under this subsection).

ARTICLE 20. HOLIDAYS

A. (i) Fixed Holidays. All employees in regular positions, except those employees assigned to a modified four-ten (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 modified four-ten (4/10) schedule does not recognize fixed holidays. All holiday time for employees on this schedule shall be as defined in paragraph N, below.

(ii) Additional Holiday for FY2014-15

The City agrees to 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 will be non-precedent setting.

The City also agrees to provide employees with 3 additional holidays for FY2015/2016. The dates on which the additional holidays in FY2015-16 will be observed will be determined by the City and will occur between December 22, 2015 and January 4, 2016. This holiday leave will be non-precedent setting.

Employees scheduled to work during either of these holiday closure periods will 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 floating holiday time of eight (8) hours on a five-two (5/2) or nine (9) hours on a nine-eighty (9/80) schedule, and ten (10) hours on a four-ten (4/10) schedule, 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. Floating holiday time for employees on a modified four-ten (4/10) schedule is included in their eighty-eight (88) hours of holiday credit defined in paragraph N, below.

C. Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled with the approval of the Department Director or designee.

D. 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) hours or ten (10) hours (a full work shift) of holiday time off depending on their current work schedule.

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. Non-exempt employees working on fixed holidays shall be compensated at time and one-half (1-1/2) 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 15. (CALL BACK).

I. Whenever an employee is directed to work on a fixed holiday, which falls on the employee's regularly scheduled work day, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (8 or 9 or 10 respectively) of holiday compensatory time.

J. Whenever an employee is directed 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.

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.

N. Holidays for Modified four-ten (4/10) Schedules: The first pay period of January of each year, employees assigned to the modified four-ten (4/10) schedule shall be credited with eighty-eight (88) hours of accrued holiday time. Holiday leave shall be reduced by eighty-eight (88) hours as required by the modified four-ten (4/10) schedule, for a net of zero (0) hours. See **Exhibit 3**. Employees assigned to the modified four-ten (4/10) schedule are not entitled to any additional compensation when the holiday falls on their regular workday.

If an employee enters into or leaves the modified four-ten (4/10) schedule, the employee's holiday hours shall be adjusted to reflect the schedule change.

ARTICLE 21. 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 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 biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands *in loco parentis*), parent (including biological, foster or adoptive parent, a stepparent, or a legal guardian), spouse or registered domestic partner who is ill. The employee 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. For purposes of this provision, immediate family includes an employee's sister, brother, mother-in-law, father-in-law, and grandparent 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 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 two hundred (2,200) 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, management/confidential, CTO, bereavement, jury duty, paid administrative or temporary military leave.

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 rates.

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. Administration.

1. Validation. It shall be the responsibility and duty of each Department Director 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 verification 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 prospectively when requested by the Department Director.

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 of 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 August 14, 2012 before utilizing hours from the conversion bank.

I. Retirement. For employees hired on or before December 31, 2010

1. Employees hired on or before December 31, 2010 and who retire from the City between August 14, 2012 and January 31, 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 sick leave accrued up to August 13, 2012, up to twenty-two hundred (2,200) hours, applied by the CITY upon retirement to contributions for premiums for health, dental and vision insurance plans covered by the CITY. Hours accrued by August 13, 2012 shall be held in a grandfathered sick leave conversion bank for such usage. 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 $1100 for retirees with dependent coverage.

2. Employees hired on or before December 31, 2010 and who retire from the City after January 31, 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 (i.e. sick leave accrued up to August 13, 2012 and held in the employee's grandfathered sick leave conversion bank, as described in the preceding paragraph) converted to the Retiree Medical Program based on the amounts described in Article 32 - Retiree Health (retired after January 31, 2015). As provided in Article 32 – Retiree Health, the City will no longer offer retiree medical plans through City's group plans effective December 31, 2015.

3. In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents actively enrolled in plan shall remain eligible to receive this benefit.

4. For employees who were hired on or before December 31, 2010 and who retire during the term of this MOU, if, after the ninety percent (90%) conversion of grandfathered sick, a retiring employee has less than twelve hundred forty-five (1,245) hours, the employee may elect to convert some, or all, of the employee's accrued vacation leave to the grandfathered sick leave account, provided that the total number of hours of grandfathered sick leave and vacation does not exceed twelve hundred forty-five (1,245) hours. Any such vacation hours shall be converted at ninety (90%) percent, on the same basis as sick leave. Employees who retire after March 7, 2016, regardless of hire date, shall not be eligible to convert any accrued vacation time to sick leave.

ARTICLE 22. BEREAVEMENT LEAVE

A. 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, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, stepson, stepdaughter, stepparent or former guardian of the employee, person over which the employee has legal guardianship, child of a registered domestic partner, foster child, and foster parent of the employee, registered domestic partner or any relative living with the employee.

B. 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. Under extraordinary circumstances, additional time may be granted by the City Manager. In the case of disagreement between an employee and the Department Director over use of bereavement leave or additional days under sick leave, the employee may request an immediate review by the City Manager.

ARTICLE 23. LEAVES OF ABSENCE

A. Authorized Leave of Absence. An authorized 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; Prior to such approval, an employee must provide written medical verification of a long-term disability, illness or injury to the Department Director or designee.

   The above is notwithstanding:
   Provisions of the California Government Code, (Section 21153) which states, in pertinent part: "...an employer may not separate a member because of disability a member is 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 with rights to service retirement..."

   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 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 that will enhance the employee's value to the CITY;

3. For any reason considered appropriate by the Department Director and the Director of Human Resources.

A request for such leave must be in writing. Leave requests under Section (1) require the approval of the Department Director. Leave requests under Section (2) and (3) that are up to three months in duration require the approval of the Department Director and the Director of Human Resources. Leave requests under Section (2) and (3) that are over three months in duration require the approval of the Department Director, the Director of Human Resources and the City Manager. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.

Except as otherwise provided in ARTICLE 31. (HEALTH, DENTAL, VISION INSURANCE), when an employee is on a leave of absence without pay with right to return to their classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program on a prorated basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a leave of absence, 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, may be necessary prior to reinstatement.

B. 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 same salary range that he/she would have been eligible to receive had he/she 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 389 et seq and the Uniformed Services Employment & Reemployment Rights Act of 1994 (38 USC), Sections 4301 et seq. The CITY does not provide pay to employees for inactive duty.

C. Jury Duty Leave. Any employee who is summoned for attendance to any court for jury duty on a regularly scheduled work day, shall be deemed to be on duty and there shall be no loss of salary but any jury fees received by him/her shall be paid into the CITY treasury. (An individual who agrees to serve on a civil grand jury, is generally not summoned to do so.)

Regular paid time, however, shall not be granted for time spent in court on jury duty on the employee's regular day off or in court on personal cases in which the employee is an interested party and the case is not connected with their CITY duties.

Any non-exempt employee who is served with a subpoena to appear as a witness in a civil case in which the CITY is a party or as a witness for the CITY in a criminal matter

shall be deemed to be on duty, even if the appearance falls on a non-duty day. Any witness fees received by the employee while on a paid status shall be paid into the CITY treasury.

D. Compulsory Leave. If in the opinion of the Department Director, an employee is unable to perform the duties of his/her position for physical or psychological reasons, the Department Director shall refer that employee to the Risk Manager. The Risk Manager shall have the authority to require the employee to be examined by a physician or other competent authority at CITY expense to determine the employee's fitness for duty. The employee may go to a physician or other competent authority of his/her own choosing other than his/her treating physician or specialist or someone in practice with the treating physician, (subject to the approval of the Risk Manager based upon a determination of the practitioner's practice or specialty) at the employee's expense. The employee shall have four (4) calendar days to arrange for said examination and to provide the Risk Manager written documentation from the employee's practitioner stating the date and time of the appointment.

If the examination report finds the employee to be in an unfit condition to perform the duties required of the position, the Department Director shall have the right to compel the employee to take sufficient leave of absence. If found unfit, the CITY may require the practitioner to provide the CITY with an anticipated date (or dates) of re-evaluation(s). The employee must provide the CITY with a signed waiver providing the Risk Manager (and the CITY's physician if a personal physician is chosen) authorization to receive certification from the physician as to the employee's fitness for duty. The re-evaluation will be performed at CITY expense.

If the examination report finds the employee to be fit for duty, the employee shall return to work without loss of pay or benefits.

A temporarily disabled employee may be offered modified duty in his/her department or another. Modified duty shall be predicated upon the following:

1. There is work to be performed.

2. The work can be performed in an efficient and effective manner.

3. The work can be performed within the restrictions placed upon the employee.

E. Paid Administrative Leave. The Department Director may order an employee off work without reduction in compensation.

F. Unpaid Administrative Leave. If an employee tests positive for a controlled substance (absent a valid prescription) or for alcohol subsequent to a Reasonable Suspicion Drug or Alcohol test, the Department Director may require the employee to use accrued leave time or unpaid Administrative Leave until such time as the employee tests negative. The "return to work" drug or alcohol test(s) will be performed at the employee's expense.

G. 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 and CFRA rights are extended to registered domestic partners as required by law.

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 twelve hundred fifty (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. birth, adoption or foster placement of a child.
   b. employee's own serious health condition.
   c. the serious health condition of a child, parent or spouse, or registered domestic partner (under CFRA).
   d. a qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
   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 Resource 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:

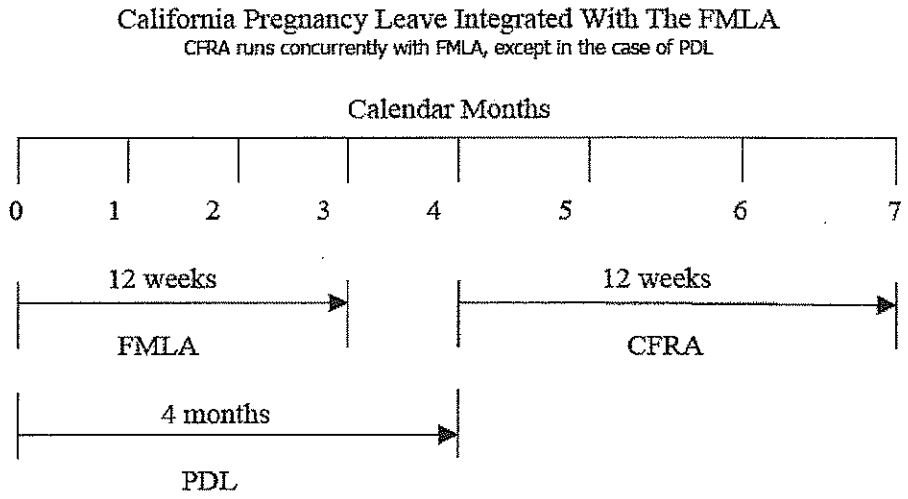
    a. Clarify the medical certification or recertification;

    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.

H. Pregnancy Disability Leave. A pregnant employee shall furnish the Department Director, no later than the fourth month of pregnancy, a statement of the attending physician that indicates the estimated time of delivery. A pregnant employee is entitled to take a pregnancy disability leave for the portion of the pregnancy and the time following delivery during which the doctor determines she is disabled (not to exceed four months). Prior to that time, the employee shall contact the Human Resources Department to complete the necessary documents.

Such an employee may elect to take accrued leave time or leave without pay during the period of her disability. Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken.

I. Unauthorized Leave of Absence. When an employee is absent without prior authorization, the time absent shall be recorded as Leave Without Pay. An employee on Leave Without Pay may lose related benefits.

J. 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 forty (40) hours each year off work (not to exceed eight (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.

K. Leave for Victims of Domestic Violence or Sexual Assault.

1. California state law requires 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 Resource 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.

ARTICLE 24. JOB SHARING

A. 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 provided that the Department Director has made a determination that such a change will be beneficial to the organization. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours do not exceed eighty (80) hours per pay period. An employee who works less than forty (40) hours per pay period shall be not 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.

B. Each employee shall be notified in writing by the Department Director at the time of appointment and such 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 notice for scheduled changes. In the event that one 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.

C. For non-exempt employees in a job share assignment, overtime shall only accrue for hours in excess of forty (40) hours in a work week.

ARTICLE 25. LICENSE, CERTIFICATES, REGISTRATION

(See Letter of Agreement attached hereto as **Exhibit 7**.)

A. Required Licenses, Certificates and Registration

1. Whenever an employee is required to obtain a certificate, license or registration in order to carry out the duties assigned, except a California Class C Driver's License, the CITY will reimburse the costs associated with obtaining and renewing the license, certificate, or registration subject to Department Director approval as follows:

   a. The City will purchase or provide standard training and study materials for the employees use in preparing for the test.

   b. The City will reimburse the costs for any required classes or specialized training that is a mandatory prerequisite for taking the test.

   c. For non-exempt employees, the time required to attend any required class or exam to obtain or renew a license, certificate, or registration shall be considered as hours worked.

   d. The City will provide access to sufficient CEU eligible activities for the employee to retain eligibility for renewal of the license, certificate, or registration.

B. Voluntary Certifications

1. Effective April 8, 2003, whenever an employee voluntarily obtains one of the following certifications, the initial fee for the actual certificate (and exam fee, if any), and the time required to obtain it, shall be at the employee's expense. Once the employee is certified and is receiving certification pay, the CITY will reimburse the employee for the fee of the initial certificate and exam fees, if any and reimburse the employee for the certificate renewal and exam fees as follows:

   a. The City will reimburse a maximum up to one test per renewal of a certification

   b. For the test renewal, the time to take the examination will be considered as hours worked.

2. Employees in the following classifications, divisions and assignments shall receive an additional pay incentive as follows:

Division	Eligible Classes	Certificate	Grade	Pay
Wastewater Services	Wastewater Collections System Supervisor	CWEA - Collection System Maintenance CWEA - Mechanical Technologist	IV IV	5% 5%
	Water Quality Control Plant Maintenance Supervisor	CWEA - Collection System Maintenance CWEA - Mechanical Technologist	IV IV	5% 5%
	Water Quality Control Operations Supervisor	State – Wastewater Treatment Plant Operator	V	5%
	Environmental Regulatory Compliance Administrator Environmental Services Supervisor	CWEA - Environmental Compliance Inspector CWEA – Environmental Compliance Inspector	III IV	2 ½% 5%
	Environmental & Water Quality Lab. Supervisor	CWEA - Laboratory Analyst	IV	5%
All Divisions Citywide	Maximum of two (2) employees citywide as per Department Director	Pest Control Advisor		2 ½%
Parks	Operations Supervisor	Playground Safety		2 ½%
	Parks Project Coordinator	Landscape Architect		2 ½%
Building & Dev. Serv.	Chief Building Official	CA Registration Professional Civil Engineer		2 ½%
	Deputy Chief Building Official	CA Registration Professional Civil Engineer		5%

3. Compensation for certificates that may be issued at more than one grade shall only be given for the highest grade obtained, and shall not be cumulative for each grade in the series.

4. The CITY shall, in accordance with the provisions of this article, compensate employees in the Wastewater Collections and Water Operations Division for "cross-over" certifications where there is a demonstrated benefit to the CITY. This decision is at the sole discretion of the Department Director.

5. The cumulative or maximum amount of compensation for the above certificates shall be seven and one-half (7½%) percent.

6. Certification Pay (2½% to 7 ½%) shall be included in base pay for purposes of compensation for approved paid leave.

ARTICLE 26. PAY DIFFERENTIALS

A. Bilingual Pay for Non-Exempt Employees. 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.

Annually in January, 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 experts (as determined by the department) will assess the qualifications of employees wishing to volunteer. Two of the three panel members must agree that the person is capable of bilingual translation.

Effective August 21, 2007, employees who pass the review panel and are needed in this capacity by the department shall receive fifty ($50.00) dollars per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one year from the time the Bilingual Pay begins, unless an unusual hardship is presented by the employee.

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 Pay shall cease receiving the Bilingual Pay after they have been out of the workplace for three consecutive pay periods. The Bilingual Pay will not be granted beginning the first day of the following pay period. The Bilingual Pay will be resumed the first full pay period the employee returns to work.

The Department Director may choose to eliminate the Bilingual Pay 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.

B. Educational Incentive. Effective June 29, 2004, employees who have completed one full year of service with the City, and who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for one and one-half (1½%) percent Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential is one and one-half (1½%) percent, regardless of the number of Degrees obtained.

C. Shift Pay. All non-exempt employees and exempt employees in the following classifications whose regularly scheduled workday requires that they work four (4)

hours or more in a shift, shall be paid shift differential at the following rates for shifts actually worked:

Police Civilian Supervisor

$6.00 per shift for any shift beginning on or after 12 noon up to 4:29 pm.
$8.00 per shift for any shift beginning on or after 4:30 pm.

If a regular shift requires an employee to work more than four (4) hours in both "swing" shift and "graveyard" shift as noted above, the employee shall receive seven dollars ($7.00) total per shift. If the employee is required to work more than four hours in both shifts as a result of paid overtime, the employee shall receive twelve dollars ($12.00) per shift.

ARTICLE 27. DRESS, GROOMING AND UNIFORMS

A. Dress and Grooming
Employees shall be required, while working, to be clean and neat in appearance and be able to wear all safety equipment in an effective manner. Employees shall not wear or place any items on their person that would in any way impair safety on the job.

B. Uniforms
Employees in the following classifications shall wear CITY-provided uniforms, as designated below. Employees in the optional categories who elect a CITY-provided uniform, must wear the uniform.

Uniform Shirts required and Uniform Pants optional:
Operations Supervisor
Custodian Supervisor
Associate Land Surveyor

Uniform Shirts and Uniform Pants optional:
Electrical Supervisor
WQC Operations Supervisor
WQC Plant Maintenance Supervisor

Safety Shoes:
Effective July 1, 2003, purchase is at the CITY's discretion, based on job assignment and related risk. Employees shall receive a safety shoe allowance of $190 annually and this allowance shall be paid in the employee's paycheck for the pay period including July 1 of the applicable year. In FY2014-15, this allowance shall be paid in the first paycheck following ratification of this MOU by MCMA and adoption by the City Council in accordance with the Brown Act. Employees who have already received their annual safety shoe allowance through reimbursement shall not be eligible for any additional allowance during FY2014-15. Replacement shall occur on an as-needed basis as approved by the immediate supervisor. Safety-toed shoes must meet ANSI standards.

C. Uniform Allowances - Police Department
Employees in the classifications of Police Clerk II (Confidential) and Police Civilian Supervisor shall be required to wear a uniform and shall receive a uniform allowance of sixty-five dollars ($65) per month effective July 1, 2004, paid monthly. Animal Control Supervisors shall be required to wear a uniform and shall receive a uniform allowance of ninety-five dollars and sixty-six cents ($95.66) per month. For employees in the classifications of Administrative Office Assistant III (Confidential), Senior Administrative Office Assistant (Confidential) and Executive Secretary, the wearing of a uniform is optional. These employees shall only receive the uniform allowance, stated above, if they elect to wear a uniform.

ARTICLE 28. VEHICLE ALLOWANCE

A. Designated Management employees may be granted a vehicle allowance in amounts ranging from one hundred dollars ($100) to two hundred dollars ($200) per month by the City Manager, based on Department Director recommendation and an annual justification relating to extensive use of a personal vehicle while conducting CITY business.

B. Employees receiving a monthly vehicle allowance may be eligible for mileage reimbursement as per Administrative Directive 1.2.

ARTICLE 29. DEFERRED COMPENSATION

A. 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 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 October 4, 2005, this increase in the City's contribution shall be effective with the first payperiod to begin in the month following completion of nine (9) years of service, provided that the employee has completed any required documents.

B. At the time of retirement or separation, employees may defer some, or all, of their final pay and leave cashout 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 month in which they plan to retire.

ARTICLE 30. HEALTH, DENTAL, VISION INSURANCE

A. 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 MCMA or any other program(s) mutually agreed upon by the parties.

B. Employees may opt out of participation in the CITY's medical health plan if the employee provides proof of alternate health coverage. 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. The employee 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.

C. For new employees, eligibility for health, dental and vision insurance benefits shall start with the beginning of the payroll period following completion of two (2) full pay periods.

D. The CITY shall contribute the following amounts bi-weekly (based on 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.

1. $550 bi-weekly ($1,100 monthly) for employees with family coverage (two or more dependents). This amount shall increase to six hundred and seven dollars ($607) bi-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.

2. $550 bi-weekly ($1,100 monthly) for employees with one dependent coverage. 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 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.

3. $310.50 bi-weekly ($621.00 monthly) for employees without dependent coverage.

   The City shall deposit to the employee's deferred compensation account any balance of the above contribution 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 even 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.

4. $225.00 bi-weekly ($450 monthly) for employees who opt out of health coverage. The CITY shall deposit to the employee's deferred compensation account any balance of the above contributions not needed to pay for the combined dental and vision premiums.

E. 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.

F. Except as otherwise required by law or this MOU, 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.

G. 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 dependent care costs and for unreimbursed medical expenses.

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.

ARTICLE 31. RETIREE HEALTH INSURANCE

A. HRA Program: For all 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) account. The CITY shall contribute $25.00 per month for full time employees. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

B. Retiree Medical Program

   i. Eligible Employees who were hired on or before December 31, 2010 and who retire on or before January 31, 2015:

      a. 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 of the plans, surviving dependents actively enrolled in plan retains eligibility for participation in the plan.

      b. The City's monthly contribution rate towards health, dental and vision insurance for those retiree's using sick leave hours accrued on or before August 13, 2012 deposited to the grandfathered sick leave conversion bank (at a conversion rate of eight (8) hours equals one month contribution) shall be frozen and not exceed the following amounts as needed to cover the cost of the premiums:

         1. Up to $1,100 for retirees with dependent coverage.

         2. Up to $621 for retirees without dependent coverage.

         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 has elected these plans.

ii. Eligible employees hired on or before December 31, 2010 who retire from the City after January 31, 2015:

a. 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.

b. Employees Purchasing Retiree Health Insurance Through City Authorized Plan:

1. Employees who retire after January 31, 2015 and before December 31, 2015 will retain the option to elect on a one-time basis at retirement to purchase health insurance under a City-authorized plan.

2. For employees who choose to purchase health, dental and/or vision insurance under a City authorized plan prior to December 31, 2015, the City's monthly contribution rate towards health, dental and vision insurance for those retiree's using sick leave hours accrued on or before August 13, 2012 deposited to the grandfathered sick leave conversion bank (at a conversion rate of eight (8) hours equals one month contribution) shall be frozen and not exceed the following amounts as needed to cover the cost of the premiums:

i. Up to $1,214.00 for retirees with family coverage.

ii. Up to $858 for retirees with one dependent coverage.

iii. 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 has elected these plans.

c. Employees Purchasing Retiree Health Insurance Through Plan Other than City-Authorized Plan

1. The below-described Retiree Medical Program applies to the following employees:

a. Employees retiring between December 31, 2014 and December 31, 2015 who do not elect to purchase health insurance through a City-authorized plan upon retirement; and

b. All employees retiring after December 31, 2015.

2. Retiree Medical Program

a. 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 to purchase medical insurance.

3. Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion

a. For each eight 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 forth in subparagraph ii(c)(3)(a) 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.

iii. Eligible Employees hired on or after January 1, 2011:

a. 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:

1. 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.

2. City Contribution:

   a. 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.

   b. Regular City Contribution: After the initial contribution (defined above) is made, the CITY shall contribute for each eligible full time employee a $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 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 premium of any sort. The City's contribution under this section represents the entire contribution towards employee retiree medical.

3. Access to Account Balance:

   a. 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.

   b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).

   c. 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 does not permit the inclusion of expenses for domestic partners.

4. Survivors of Eligible Retirees with Account Balances:

    a. 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.

    b. 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.

5. Forfeiture of Account Balance:

    a. 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.

    b. 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.

6. 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 32. EMPLOYEE ASSISTANCE PLAN

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.

ARTICLE 33. 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 twelve thousand ($12,000) dollars per month in earnings, reduced by any income received from other sources. Effective January 1, 2014, the plan provides for a one hundred and eighty day waiting period. The LTD program will include the 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 of twenty percent (20%) of income.

ARTICLE 34. LIFE INSURANCE

The CITY shall provide, at CITY expense, all employees with term life insurance coverage in the amount of one hundred twenty thousand ($120,000) dollars. Employees shall have the option to buy additional coverage at their own expense. If possible, the CITY will continue to make available insurance plans which will enable the employee to convert the CITY-provided policy to an individual policy upon retirement, at the retiree's expense.

ARTICLE 35. RETIREMENT

A. The CITY shall contract with the Public Employees' Retirement System to provide for the following retirement benefits (all references to Sections are from the Government Code):

<u>For employees hired prior to January 17, 2012, the pension benefit shall be:</u>

1. 2% @ 55 Full Formula as provided in Section 21354.
2. Level III of 1959 Survivor Benefits as provided in Section 21573.
3. One-Year Final Compensation as provided in Section 20042.
4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 if hired on or prior to October 20, 1981. For those hired after October 20, 1981, this benefit does not apply.
5. Benefits Payable to Surviving Spouse as provided in Section 21551 (Mandated Benefit).
6. Surviving Spouse-Remarriage as provided in Section 21635 (Mandated Benefit).
7. Military Service Credit as Public Service as provided in Section 21024.
8. Improved Non-Industrial Disability Allowance as provided in Section 21427.
9. Partial Service Retirement option, as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the CITY.

<u>For employees hired on or after January 17, 2012, the pension benefit shall be:</u>

1. 2% @ 60 Formula as provided in Section 21353
2. Level III of 1959 Survivor Benefits as provided in Section 21573.
3. Three-Year average compensation as provided in Section 20037
4. Benefits Payable to Surviving Spouse as provided in Section 21551 (Mandated Benefit).
5. Surviving Spouse-Remarriage as provided in Section 21635 (Mandated Benefit).
6. Military Service Credit as Public Service as provided in Section 21024.
7. Improved Non-Industrial Disability Allowance as provided in Section 21427.
8. Partial Service Retirement option, as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the CITY.

B. Effective July 17, 2012, employees hired prior to January 17, 2012 shall increase their portion of the employee contribution from four-tenths (0.4%) by three and three-tenths percent (3.3%) for a total of three and seven-tenths percent (3.7%) contribution. Effective July 2, 2013, employees hired prior to January 17, 2012 shall pay the entire seven percent (7%) employee contribution. Employees hired on or after January 17, 2012 shall pay the entire seven (7%) percent employee contribution to the Public Employees' Retirement System from the date of hire. Such payments shall be implemented pursuant to the provisions of Section 20023 (c) (4) of the California Government Code, and Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.

ARTICLE 36. EDUCATIONAL AND TRAINING ALLOWANCES

A. Educational Partnership Program:
Non-probationary employees with at least one year of service may be eligible to receive financial support toward the attainment of an Associate, Bachelor's or Master's Degree from an accredited college or university. Program criteria and funding are at the discretion of the CITY, and subject to change annually. Program information is available from the Human Resources Department.

B. Management Training Allowance:
Employees with one or more years of service in a management classification may be eligible to receive a Management Training Allowance, subject to available funds and approval of the Director of Human Resources. Program criteria and funding are at the discretion of the CITY.

C. CITY payment of membership dues on behalf of employees who voluntarily elect to join professional associations shall be at the sole discretion of the department director, with consideration given to budget impacts and the benefits to the CITY.

ARTICLE 37. ANNUAL PHYSICAL EXAMINATION

For those positions for which an annual physical is required by law, the City will provide at no cost to the employee an annual physical examination by the City's Occupational Medical Specialist. Employees may utilize their own physician and seek reimbursement for out of pocket expenses not to exceed the CITY's cost for comparable services.

For those positions for which an annual physical is not required, employees may obtain an annual physical through their personal medical provider as required under the Affordable Care Act.

ARTICLE 38. OUTSIDE EMPLOYMENT

A. All employees 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 39. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare a lay-off 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 length of service within the CITY.

B. Whenever there is a reduction in work force, the CITY shall first transfer the affected employee to a vacancy in the same classification, if any, in the employee's department. Employees with the least continuous service shall be transferred first.

C. If there are no vacant positions in the same class available, the CITY shall allow the affected employee to bump from a higher to a lower classification within the employee's department, within the same classification the employee previously held or in the same classification series, provided the employee has more length of continuous service as defined in paragraph D, below. There shall be no lateral bumping within the same salary range or bumping to a higher classification. When there is more than one possible lower classification or classification series previously held by the employee for bumping consideration, the Department Director shall determine the appropriate classification based on the needs of the CITY. All persons laid off shall have their names placed on the 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.

D. To determine the length of continuous service, all uninterrupted employment, including periods of authorized leaves of absence which require a retirement contribution, and including all periods as a full-time CETA and PEP employee, shall be counted with the CITY.

E. 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.

F. Names shall be placed on classification reinstatement eligible lists in the inverse order of layoff as defined in paragraph (A). 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. Eligibles not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.

G. 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 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.

H. A person appointed from a reinstatement eligible list within six (6) months to the same position held prior to layoff or demotion, will obtain permanent status upon reinstatement. All other persons appointed from a reinstatement list shall serve a new probationary period.

I. 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 the 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.

J. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.

K. Layoffs and demotions shall not violate the Non-Discrimination Article of this MOU.

Whenever any provision of this Article conflicts with any other Article of this MOU or any Personnel Rules or Personnel Administrative Orders, the provisions of this Article shall prevail.

ARTICLE 40. GRIEVANCE PROCEDURE

A. Purpose: It is the purpose of this procedure to provide a simplified and definite method for employees represented by MCMA 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 the CITY and an employee, group of employees, or MCMA concerning the interpretation, application, or violation of a specific Article(s) of this MOU 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 effected 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 their representative fails to respond within ninety (90) 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, provided that only MCMA may initiate submission of the grievance to a hearing officer in the Fourth Step of this procedure.

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 fifth 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 CITY interpretation or application to any and all provisions of this MOU. 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.

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, however, the employee(s) must advise the supervisor that the First Step of the Grievance Procedure is being initiated. Within ten (10) calendar days 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.

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 MOU or MOU 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.

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 utilize an "Interest Based" process in attempting to resolve the grievance, unless the parties mutually agree to waive the "Interest Based process. 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 may submit the grievance to the next step not later than thirty (30) calendar days thereafter.

Fourth Step: If a mutually acceptable solution was not reached in the prior step, the grievant may submit the written grievance to the Director of Human Resources, within the thirty (30) calendar days specified above. The Director of Human Resources shall forward the grievance to the City Manager. As an alternative to submitting the grievance to the City Manager, only MCMA can specify that the grievance be submitted to a hearing officer within the same thirty (30) calendar days specified above.

If a hearing is requested, the CITY shall request a list of five (5) hearing officers from the State Mediation and Conciliation Service. The CITY and MCMA shall alternately strike names from the list until only one name remains and the remaining name shall be that of the hearing officer. The cost of the hearing shall be shared equally by both parties. At the conclusion of the hearing, the hearing officer shall make recommendations to the City Manager. The decision of the City Manager shall be rendered within twenty (20) calendar days of receipt of the hearing officer's recommendations, or within twenty (20) calendar days of receipt of the grievance if no hearing before a hearing officer was requested. The decision of the City Manager shall be final and binding on all parties.

ARTICLE 41. DISCIPLINARY ACTIONS

A. The following shall constitute 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.
4. Fraud in securing employment.
5. Incompetency.
6. Inefficiency.
7. Inexcusable neglect of duty.
8. Insubordination.
9. Dishonesty.
10. Theft.
11. Being under the influence of alcohol or controlled substances while on duty.
12. Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03.1.
13. 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.
14. Discourteous treatment of the public or other employees.
15. Misuse of City property.
16. Violation of any established departmental rule, regulation, policy and/or manual.
17. 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.

18. Unlawful discrimination, including harassment, on the basis of race, color, national origin, ancestry, sex, marital status, religion, age, physical or mental disability or perceived disability, sexual orientation, or political affiliation or beliefs.
19. 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; or any action that is a violation of the CITY's Workplace Violence Policy.

B. The CITY shall have the right to 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 as provided for in ARTICLE 6. (PERFORMANCE EVALUATION), demotion may be made to a vacant position as a substitution for lay-off as provided for in ARTICLE 40. (LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE). Demotion for the purposes of lay-off shall not be subject to appeal.

C. The CITY shall have the right to suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year and shall be issued and served in accordance with the Fair Labor Standards Act.

D. The CITY shall have the right to dismiss an employee at any time. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.

E. The CITY shall have the right to place an employee on disciplinary probation. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed without just cause or right of appeal from such dismissal. 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. Employees may request an association or MCMA representative if the employee believes an investigatory interview could result in discipline as defined in subsection A.

ARTICLE 42. 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, lay-offs, 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 41. (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 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 jointly 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. At the request of either of the parties, the CITY shall employ 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 of the cost of their respective services.

ARTICLE 43. TIME BANK

A. Each employee covered by this MOU shall contribute up to one (1) hour of vacation time to create a pool of two hundred and fifty (250) hours to be used for MCMA business (other than meet and confer and meet and consult items, and routine administrative functions dealing with the CITY). At the beginning of each calendar year, the CITY shall deduct an equal amount of hours or portions thereof of vacation time from each employee covered by this MOU to bring the total remaining pool hours to the two hundred and fifty (250) hour maximum.

B. At the request of MCMA, the CITY shall deduct one additional time yearly, an equal amount of hours or portions thereof of vacation time from each employee covered by this MOU to bring the total remaining pool hours to the two hundred fifty (250) hour maximum, whenever the pool balance reaches fifty (50) hours or less.

C. Use of the time bank shall be accounted for and processed by the Finance Department using a specifically designated payroll code. Association members utilizing the time bank shall be responsible for reporting the time used on their payroll record. It is the responsibility of the employee using the time bank to obtain approval from the MCMA President or Vice-President.

ARTICLE 44. CREDIT ASSOCIATION DEDUCTIONS

The CITY shall provide for employee payroll deductions for Modesto First or OE3 Credit Union obligations.

ARTICLE 45. COMMUTER BUS PASSES

The CITY will make available free Modesto Area Express (MAX) commuter bus passes for use by employees in commuting to and from work.

ARTICLE 46. EMPLOYEE PARKING

Employees whose work site is at Tenth Street Place shall be assigned, by the CITY, to free parking (non-transferable), during their work days, at the Ninth Street Garage, the Tenth Street Garage and/or at other designated parking locations within a two-block 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. The employee may decline, in writing, their parking rights as provided in this Article.

ARTICLE 47. NON DISCRIMINATION

A. The CITY and MCMA agree that the provisions of this MOU shall be applied without favor or discrimination based on 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 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 Affirmative Action Plan and CITY's Policy Against Harassment and Discrimination. MCMA agrees to encourage its members to assist in the implementation of that program.

B. MCMA 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 or 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 MOU may require modification in order for the CITY to avoid discrimination under the Act.

D. The MCMA 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. The MCMA will be allowed to meet and consult with the CITY concerning the proposed accommodations prior to implementation by the CITY.

E. 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 48. JOB ACTIONS

MCMA agrees and acknowledges that strikes, sick-ins, slow-downs or other forms of work stoppage or disturbances are detrimental to the responsibility of MCMA and its members to insure that high quality service is provided to the people of the City of Modesto. MCMA and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this MOU.

ARTICLE 49. SEVERABILITY

A. If any provision of this MOU is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.

B. 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 MCMA 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; provided, however, that the CITY may make changes to the personnel rules consistent with rights MCMA has to meet with the CITY prior to implementation of such changes.

C. If the CITY should absorb another entity which results in employees of the other entity being covered by this MOU the CITY and MCMA 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.

D. All pertinent ordinances and resolutions shall be revised to conform with this MOU. All other ordinances, resolutions, rules and regulations, practices and policies shall continue

in force and effect during the term of this MOU unless modified according to the provisions of this MOU.

ARTICLE 50. PROVISIONS OF LAW

It is understood and agreed that this MOU 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 MOU 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 MOU shall not be affected. If any part or provision of this MOU 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 MOU shall not be reduced or increased as a result of this Article.

ARTICLE 51. LABOR MANAGEMENT COMMITTEE

The City and MCMA agree hold no less than three (3) meetings commencing no later than August 15, 2012 and completed by October 15, 2012 to resolve the following:

(1) Define leave accrual exhaustion requirements for exempt employees
(2) Clarify call duty requirement for exempt employees
(3) Discuss removal of management leave exhaustion requirement of the January leave advance before the July advance is provided to employees

ARTICLE 52. APPROVAL

This MOU shall be presented to the Modesto City Council for approval and shall not be binding until so approved.

CITY OF MODESTO

8/5/15
James Holgersson Date
City Manager

8/3/15
Joseph Lopez Date
Administrative Services Director

Kim Bukhari Date
Employee Relations Coordinator

MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION

7/6/15
Laurie A. Smith Date
MCMA President

7/27/15
Aaron Trott Date
MCMA Vice-President

Leslie Curtin Date
MCMA Director

Burke Dunphy
Chief Negotiator

Date

Mark Murphy
MCMA Director

Date

Kim Gillingham
MCMA Business Representative

Date

EXHIBIT 1

Classifications and Salary Ranges
Modesto Confidential and Management Association Bargaining Unit
Effective July 1, 2014

Salary Range	Classification	FLSA Status
416	Account Technician (Confidential)	Non-Exempt
427	Administrative Analyst I	Non-Exempt
431	Administrative Analyst II	Both
407	Administrative Office Assistant II (Confidential)	Non-Exempt
411	Administrative Office Assistant III (Confidential)	Non-Exempt
439	Administrative Services Officer	Exempt
415	Administrative Services Technician I (Confidential)	Non-Exempt
419	Administrative Services Technician II (Confidential)	Non-Exempt
444	Airport Manager	Exempt
427	Animal Control Supervisor	Exempt
446	Assistant Chief Building Official	Exempt
428	Assistant City Clerk	Non-Exempt
436	Assistant Engineer	Non-Exempt
426	Assistant Planner	Non-Exempt
435	Assistant Transportation Planner	Exempt
443	Associate Civil/Traffic Engineer	Exempt
440	Associate Engineer	Exempt
438	Associate Land Surveyor	Exempt
430	Associate Planner	Exempt
439	Associate Transportation Planner	Exempt
444	Building Inspection Program Coordinator	Exempt
444	Building Inspection Supervisor	Exempt
435	Business Analyst	Exempt
450	Business Center Manager	Exempt
424	Buyer	Non-Exempt
426	Central Stores Supervisor	Exempt
442	Centre Plaza Manager	Exempt
450	Chief Building Official	Exempt
452	City Engineer	Exempt
432	Compost Facility Supervisor	Exempt
442	Construction Inspection Supervisor	Exempt
435	Cultural Services Program Manager	Exempt
423	Custodian Supervisor	Exempt
442	Customer Services Manager	Exempt
434	Customer Services Supervisor	Exempt
420	Deputy City Clerk	Non-Exempt
436	Deputy Fire Marshal	Exempt
436	Electrical Supervisor	Exempt
435	Emergency Medical Services Coordinator	Exempt
420	Employee Benefits Coordinator	Non-Exempt
455	Engineering Division Manager	Exempt

442	Environmental Regulatory Compliance Manager	Exempt
438	Environmental Services Supervisor	Exempt
431	Events Coordinator	Non-Exempt
420	Executive Assistant (excluding position in City Manager's office)	Non-Exempt
426	Financial Analyst I	Non-Exempt
430	Financial Analyst II	Non-Exempt
434	Financial Analyst III	Exempt
444	Fleet Manager	Exempt
441	Housing and Urban Development Manager	Exempt
436	Housing Rehabilitation Supervisor	Exempt
427	Human Resources Analyst I	Non-Exempt
431	Human Resources Analyst II	Exempt
446	Information Technology Manager	Exempt
441	Infrastructure Financing Program Administrator	Exempt
438	Integrated Waste Specialist	Exempt
432	Junior Engineer	Non-Exempt
438	Laboratory Supervisor	Exempt
414	Legal Secretary I	Non-Exempt
418	Legal Secretary II	Non-Exempt
435	Management Analyst	Exempt
438	Modesto Regional Fire Authority Finance Manager	Exempt
422	Modesto Regional Fire Authority Information Technology Technician	Exempt
432	Neighborhood Preservation Supervisor	Exempt
422	Office Supervisor	Exempt
448	Operations Manager	Exempt
432	Operations Supervisor	Exempt
435	Organizational Development Coordinator	Exempt
425	Parking Adjudication Program Coordinator	Exempt
423	Parking Services Supervisor	Exempt
440	Parks Planning and Development Manager	Exempt
432	Parks Project Coordinator	Exempt
451	Parks Recreation & Neighborhoods Operations Manager	Exempt
450	Planning Manager	Exempt
441	Police Civilian Manager	Exempt
427	Police Civilian Supervisor	Exempt
412	Police Clerk II (Confidential)	Non-Exempt
442	Principal Accountant	Exempt
442	Principal Information Technology Administrator	Exempt
444	Principal Planner	Exempt
438	Property Agent	Exempt
435	Public Information Coordinator	Non-Exempt
438	Public Safety Business Services Analyst	Exempt
442	Purchasing Manager	Exempt
448	Recreation and Neighborhoods Services Manager	Exempt
440	Recreation Program Manager	Exempt
432	Recreation Supervisor	Non-Exempt
434	Recycling Program Coordinator	Exempt
437	Risk and Loss Control Coordinator	Exempt
415	Senior Administrative Office Assistant (Conf)	Non-Exempt
439	Senior Business Analyst	Exempt

Exhibit 1

430	Senior Buyer	Exempt
450	Senior Civil Engineer	Exempt
434	Senior Community Development Program Specialist	Exempt
432	Senior Crime and Intelligence Analyst	Exempt
438	Senior Financial Analyst	Exempt
437	Senior Human Resources Analyst	Exempt
420	Senior Legal Secretary	Non-Exempt
436	Senior Planner	Exempt
438	Senior Software Analyst	Exempt
438	Senior Systems Engineer	Exempt
426	Senior Systems Technician	Non-Exempt
443	Senior Transportation Planner	Exempt
431	Senior Workers' Compensation Claims Examiner	Exempt
430	Software Analyst I	Exempt
434	Software Analyst II	Exempt
448	Solid Waste Program Manager	Exempt
441	Streets Manager	Exempt
430	Systems Engineer I	Exempt
434	Systems Engineer II	Exempt
418	Systems Technician I	Non-Exempt
422	Systems Technician II	Non-Exempt
427	Technology Solutions Analyst I	Non-Exempt
431	Technology Solutions Analyst II	Exempt
452	Traffic Engineer	Exempt
447	Traffic Operations Engineer	Exempt
435	Transit Analyst	Exempt
444	Transit Manager	Exempt
432	Wastewater Collection Systems Supervisor	Exempt
442	Wastewater Collections Manager	Exempt
438	Water Distribution and Production Supervisor	Exempt
440	Water Quality Control Operations Supervisor	Exempt
432	Water Quality Control Plant Maintenance Supervisor	Exempt
446	Water Quality Control Plant Manager	Exempt
433	Water Resources Analyst	Non-Exempt
447	Water Systems Manager	Exempt
435	Weed and Seed Program Coordinator	Exempt
419	Workers' Compensation Claims Assistant	Non-Exempt
422	Workers' Compensation Claims Examiner I	Non-Exempt
427	Workers' Compensation Claims Examiner II	Exempt

Exhibit 1

Classifications and Salary Ranges
Modesto Confidential and Management Association Bargaining Unit
Effective December 2, 2014

Salary Range	Classification	FLSA Status
418	Account Technician (Confidential)	Non-Exempt
427	Administrative Analyst I	Non-Exempt
431	Administrative Analyst II	Both
407	Administrative Office Assistant II (Confidential)	Non-Exempt
411	Administrative Office Assistant III (Confidential)	Non-Exempt
439	Administrative Services Officer	Exempt
418	Administrative Services Technician I (Confidential)	Non-Exempt
422	Administrative Services Technician II (Confidential)	Non-Exempt
445	Airport Manager	Exempt
428	Animal Control Supervisor	Exempt
448	Assistant Chief Building Official	Exempt
429	Assistant City Clerk	Non-Exempt
436	Assistant Engineer	Non-Exempt
427	Assistant Planner	Non-Exempt
435	Assistant Transportation Planner	Exempt
443	Associate Civil/Traffic Engineer	Exempt
440	Associate Engineer	Exempt
438	Associate Land Surveyor	Exempt
431	Associate Planner	Exempt
439	Associate Transportation Planner	Exempt
444	Building Inspection Program Coordinator	Exempt
444	Building Inspection Supervisor	Exempt
435	Business Analyst	Exempt
450	Business Center Manager	Exempt
424	Buyer	Non-Exempt
426	Central Stores Supervisor	Exempt
442	Centre Plaza Manager	Exempt
452	Chief Building Official	Exempt
455	City Engineer	Exempt
432	Compost Facility Supervisor	Exempt
442	Construction Inspection Supervisor	Exempt
435	Cultural Services Program Manager	Exempt
423	Custodian Supervisor	Exempt
442	Customer Services Manager	Exempt
434	Customer Services Supervisor	Exempt
421	Deputy City Clerk	Non-Exempt
438	Deputy Fire Marshal	Exempt
436	Electrical Supervisor	Exempt
435	Emergency Medical Services Coordinator	Exempt
422	Employee Benefits Coordinator	Non-Exempt
455	Engineering Division Manager	Exempt
442	Environmental Regulatory Compliance Manager	Exempt
438	Environmental Services Supervisor	Exempt

Exhibit 1

431	Events Coordinator	Non-Exempt
420	Executive Assistant (excluding position in City Manager's office)	Non-Exempt
426	Financial Analyst I	Non-Exempt
430	Financial Analyst II	Non-Exempt
434	Financial Analyst III	Exempt
445	Fleet Manager	Exempt
441	Housing and Urban Development Manager	Exempt
436	Housing Rehabilitation Supervisor	Exempt
428	Human Resources Analyst I	Non-Exempt
432	Human Resources Analyst II	Exempt
447	Information Technology Manager	Exempt
441	Infrastructure Financing Program Administrator	Exempt
438	Integrated Waste Specialist	Exempt
432	Junior Engineer	Non-Exempt
438	Laboratory Supervisor	Exempt
415	Legal Secretary I	Non-Exempt
419	Legal Secretary II	Non-Exempt
435	Management Analyst	Exempt
438	Modesto Regional Fire Authority Finance Manager	Exempt
422	Modesto Regional Fire Authority Information Technology Technician	Exempt
432	Neighborhood Preservation Supervisor	Exempt
422	Office Supervisor	Exempt
448	Operations Manager	Exempt
432	Operations Supervisor	Exempt
435	Organizational Development Coordinator	Exempt
427	Parking Adjudication Program Coordinator	Exempt
425	Parking Services Supervisor	Exempt
441	Parks Planning and Development Manager	Exempt
433	Parks Project Coordinator	Exempt
452	Parks Recreation & Neighborhoods Operations Manager	Exempt
450	Planning Manager	Exempt
441	Police Civilian Manager	Exempt
429	Police Civilian Supervisor	Exempt
412	Police Clerk II (Confidential)	Non-Exempt
442	Principal Accountant	Exempt
442	Principal Information Technology Administrator	Exempt
445	Principal Planner	Exempt
438	Property Agent	Exempt
438	Public Information Coordinator	Non-Exempt
438	Public Safety Business Services Analyst	Exempt
442	Purchasing Manager	Exempt
448	Recreation and Neighborhoods Services Manager	Exempt
441	Recreation Program Manager	Exempt
433	Recreation Supervisor	Non-Exempt
434	Recycling Program Coordinator	Exempt
438	Risk and Loss Control Coordinator	Exempt
415	Senior Administrative Office Assistant (Conf)	Non-Exempt
439	Senior Business Analyst	Exempt
430	Senior Buyer	Exempt
450	Senior Civil Engineer	Exempt

Exhibit 1

436	Senior Community Development Program Specialist	Exempt
434	Senior Crime and Intelligence Analyst	Exempt
438	Senior Financial Analyst	Exempt
438	Senior Human Resources Analyst	Exempt
421	Senior Legal Secretary	Non-Exempt
437	Senior Planner	Exempt
438	Senior Software Analyst	Exempt
438	Senior Systems Engineer	Exempt
426	Senior Systems Technician	Non-Exempt
443	Senior Transportation Planner	Exempt
432	Senior Workers' Compensation Claims Examiner	Exempt
430	Software Analyst I	Exempt
434	Software Analyst II	Exempt
448	Solid Waste Program Manager	Exempt
443	Streets Manager	Exempt
430	Systems Engineer I	Exempt
434	Systems Engineer II	Exempt
418	Systems Technician I	Non-Exempt
422	Systems Technician II	Non-Exempt
427	Technology Solutions Analyst I	Non-Exempt
431	Technology Solutions Analyst II	Exempt
452	Traffic Engineer	Exempt
447	Traffic Operations Engineer	Exempt
435	Transit Analyst	Exempt
448	Transit Manager	Exempt
432	Wastewater Collection Systems Supervisor	Exempt
442	Wastewater Collections Manager	Exempt
438	Water Distribution and Production Supervisor	Exempt
440	Water Quality Control Operations Supervisor	Exempt
432	Water Quality Control Plant Maintenance Supervisor	Exempt
446	Water Quality Control Plant Manager	Exempt
433	Water Resources Analyst	Non-Exempt
447	Water Systems Manager	Exempt
435	Weed and Seed Program Coordinator	Exempt
420	Workers' Compensation Claims Assistant	Non-Exempt
423	Workers' Compensation Claims Examiner I	Non-Exempt
428	Workers' Compensation Claims Examiner II	Exempt

Exhibit 1

Classifications and Salary Ranges
Modesto Confidential and Management Association Bargaining Unit
Effective February 23, 2016

Salary Range	Classification	FLSA Status
419	Account Technician (Confidential)	Non-Exempt
427	Administrative Analyst I	Non-Exempt
431	Administrative Analyst II	Both
407	Administrative Office Assistant II (Confidential)	Non-Exempt
411	Administrative Office Assistant III (Confidential)	Non-Exempt
439	Administrative Services Officer	Exempt
420	Administrative Services Technician I (Confidential)	Non-Exempt
424	Administrative Services Technician II (Confidential)	Non-Exempt
445	Airport Manager	Exempt
428	Animal Control Supervisor	Exempt
449	Assistant Chief Building Official	Exempt
429	Assistant City Clerk	Non-Exempt
436	Assistant Engineer	Non-Exempt
428	Assistant Planner	Non-Exempt
435	Assistant Transportation Planner	Exempt
443	Associate Civil/Traffic Engineer	Exempt
440	Associate Engineer	Exempt
438	Associate Land Surveyor	Exempt
432	Associate Planner	Exempt
439	Associate Transportation Planner	Exempt
444	Building Inspection Program Coordinator	Exempt
444	Building Inspection Supervisor	Exempt
435	Business Analyst	Exempt
450	Business Center Manager	Exempt
424	Buyer	Non-Exempt
426	Central Stores Supervisor	Exempt
442	Centre Plaza Manager	Exempt
453	Chief Building Official	Exempt
457	City Engineer	Exempt
432	Compost Facility Supervisor	Exempt
442	Construction Inspection Supervisor	Exempt
435	Cultural Services Program Manager	Exempt
423	Custodian Supervisor	Exempt
442	Customer Services Manager	Exempt
434	Customer Services Supervisor	Exempt
421	Deputy City Clerk	Non-Exempt
440	Deputy Fire Marshal	Exempt
436	Electrical Supervisor	Exempt
435	Emergency Medical Services Coordinator	Exempt
424	Employee Benefits Coordinator	Non-Exempt
455	Engineering Division Manager	Exempt
442	Environmental Regulatory Compliance Manager	Exempt
438	Environmental Services Supervisor	Exempt

Exhibit 1

431	Events Coordinator	Non-Exempt
420	Executive Assistant (excluding position in City Manager's office)	Non-Exempt
426	Financial Analyst I	Non-Exempt
430	Financial Analyst II	Non-Exempt
434	Financial Analyst III	Exempt
445	Fleet Manager	Exempt
441	Housing and Urban Development Manager	Exempt
436	Housing Rehabilitation Supervisor	Exempt
428	Human Resources Analyst I	Non-Exempt
432	Human Resources Analyst II	Exempt
448	Information Technology Manager	Exempt
441	Infrastructure Financing Program Administrator	Exempt
438	Integrated Waste Specialist	Exempt
432	Junior Engineer	Non-Exempt
438	Laboratory Supervisor	Exempt
416	Legal Secretary I	Non-Exempt
420	Legal Secretary II	Non-Exempt
435	Management Analyst	Exempt
438	Modesto Regional Fire Authority Finance Manager	Exempt
422	Modesto Regional Fire Authority Information Technology Technician	Exempt
432	Neighborhood Preservation Supervisor	Exempt
422	Office Supervisor	Exempt
448	Operations Manager	Exempt
432	Operations Supervisor	Exempt
435	Organizational Development Coordinator	Exempt
429	Parking Adjudication Program Coordinator	Exempt
427	Parking Services Supervisor	Exempt
442	Parks Planning and Development Manager	Exempt
434	Parks Project Coordinator	Exempt
452	Parks Recreation & Neighborhoods Operations Manager	Exempt
450	Planning Manager	Exempt
441	Police Civilian Manager	Exempt
431	Police Civilian Supervisor	Exempt
412	Police Clerk II (Confidential)	Non-Exempt
442	Principal Accountant	Exempt
442	Principal Information Technology Administrator	Exempt
446	Principal Planner	Exempt
438	Property Agent	Exempt
440	Public Information Coordinator	Non-Exempt
438	Public Safety Business Services Analyst	Exempt
442	Purchasing Manager	Exempt
448	Recreation and Neighborhoods Services Manager	Exempt
442	Recreation Program Manager	Exempt
433	Recreation Supervisor	Non-Exempt
434	Recycling Program Coordinator	Exempt
438	Risk and Loss Control Coordinator	Exempt
415	Senior Administrative Office Assistant (Conf)	Non-Exempt
439	Senior Business Analyst	Exempt
430	Senior Buyer	Exempt
450	Senior Civil Engineer	Exempt

Exhibit 1

438	Senior Community Development Program Specialist	Exempt
436	Senior Crime and Intelligence Analyst	Exempt
438	Senior Financial Analyst	Exempt
438	Senior Human Resources Analyst	Exempt
422	Senior Legal Secretary	Non-Exempt
438	Senior Planner	Exempt
438	Senior Software Analyst	Exempt
438	Senior Systems Engineer	Exempt
426	Senior Systems Technician	Non-Exempt
443	Senior Transportation Planner	Exempt
432	Senior Workers' Compensation Claims Examiner	Exempt
430	Software Analyst I	Exempt
434	Software Analyst II	Exempt
448	Solid Waste Program Manager	Exempt
445	Streets Manager	Exempt
430	Systems Engineer I	Exempt
434	Systems Engineer II	Exempt
418	Systems Technician I	Non-Exempt
422	Systems Technician II	Non-Exempt
427	Technology Solutions Analyst I	Non-Exempt
431	Technology Solutions Analyst II	Exempt
452	Traffic Engineer	Exempt
447	Traffic Operations Engineer	Exempt
435	Transit Analyst	Exempt
448	Transit Manager	Exempt
432	Wastewater Collection Systems Supervisor	Exempt
442	Wastewater Collections Manager	Exempt
438	Water Distribution and Production Supervisor	Exempt
440	Water Quality Control Operations Supervisor	Exempt
432	Water Quality Control Plant Maintenance Supervisor	Exempt
446	Water Quality Control Plant Manager	Exempt
433	Water Resources Analyst	Non-Exempt
447	Water Systems Manager	Exempt
435	Weed and Seed Program Coordinator	Exempt
420	Workers' Compensation Claims Assistant	Non-Exempt
423	Workers' Compensation Claims Examiner I	Non-Exempt
428	Workers' Compensation Claims Examiner II	Exempt

Exhibit 1

EXHIBIT 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE
EFFECTIVE July 1, 2014

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

Range	1	2	3	4	5	6	7	8	9
0403	13.8087	14.1539	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246
0404	14.1539	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452
0405	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763
0406	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182
0407	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712
0408	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355
0409	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114
0410	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992
0411	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992
0412	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117
0413	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370
0414	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754
0415	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273
0416	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930
0417	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728
0418	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0403	1,104.70	1,132.31	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97
0404	1,132.31	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62
0405	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10
0406	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46
0407	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70
0408	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84
0409	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91
0410	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94
0411	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94
0412	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94
0413	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96
0414	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03
0415	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18
0416	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44
0417	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82
0418	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37
MONTHLY	1	2	3	4	5	6	7	8	9
0403	2,402.72	2,462.77	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48
0404	2,462.77	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67
0405	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67
0406	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58
0407	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40
0408	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18
0409	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98
0410	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87
0411	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87
0412	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04
0413	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44
0414	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12
0415	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14
0416	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58
0417	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46
0418	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE
EFFECTIVE July 1, 2014

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

0419	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763
0420	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007
0421	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407
0422	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967
0423	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691
0424	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583
0425	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648
0426	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889
0427	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311
0428	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919
0429	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717
0430	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710
0431	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903
0432	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0419	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10
0420	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06
0421	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26
0422	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74
0423	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53
0424	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66
0425	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18
0426	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11
0427	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49
0428	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35
0429	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74
0430	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68
0431	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22
0432	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41
MONTHLY	1	2	3	4	5	6	7	8	9
0419	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87
0420	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53
0421	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89
0422	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03
0423	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03
0424	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94
0425	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87
0426	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86
0427	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02
0428	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39
0429	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08
0430	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15
0431	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70
0432	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE
EFFECTIVE July 1, 2014

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

0433	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909
0434	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732
0435	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775
0436	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044
0437	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545
0438	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284
0439	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266
0440	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498
0441	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985
0442	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735
0443	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753
0444	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047
0445	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623
0446	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0433	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27
0434	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86
0435	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20
0436	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35
0437	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36
0438	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27
0439	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13
0440	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98
0441	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88
0442	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88
0443	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02
0444	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38
0445	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98
0446	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91
MONTHLY	1	2	3	4	5	6	7	8	9
0433	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61
0434	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15
0435	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49
0436	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76
0437	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08
0438	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54
0439	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23
0440	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26
0441	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74
0442	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79
0443	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49
0444	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03
0445	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43
0446	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE
EFFECTIVE July 1, 2014

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY									
0447	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651
0448	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117
0449	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895
0450	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992
0451	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417
0452	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177
0453	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281
0454	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738
0455	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556
0456	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745
0457	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314
0458	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272
0459	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272	67.0629
0460	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272	67.0629	68.7395
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0447	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21
0448	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94
0449	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16
0450	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94
0451	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34
0452	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42
0453	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25
0454	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90
0455	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45
0456	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96
0457	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51
0458	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18
0459	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18	5,365.03
0460	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18	5,365.03	5,499.16
MONTHLY	1	2	3	4	5	6	7	8	9
0447	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53
0448	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44
0449	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77
0450	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67
0451	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26
0452	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69
0453	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09
0454	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63
0455	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48
0456	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76
0457	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66
0458	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34
0459	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34	11,668.94
0460	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34	11,668.94	11,960.67

Exhibit 2

EXHIBIT 3

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 11/12
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL GENERAL
(MCMA)

RANGE	2.00%		HOURLY					BI-WEEKLY					MONTHLY			
	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
0403	14.30	15.02	15.78	16.57	17.40		1,144.00	1,201.60	1,262.40	1,325.60	1,392.00		2,488.20	2,613.48	2,745.72	2,883.18	3,027.60
0404	14.66	15.40	16.17	16.98	17.83		1,172.80	1,232.00	1,293.60	1,358.40	1,426.40		2,550.84	2,679.60	2,813.58	2,954.52	3,102.42
0405	15.03	15.79	16.58	17.41	18.29		1,202.40	1,263.20	1,326.40	1,392.80	1,463.20		2,615.22	2,747.46	2,884.92	3,029.34	3,182.46
0406	15.41	16.19	17.00	17.85	18.75		1,232.80	1,295.20	1,360.00	1,428.00	1,500.00		2,681.34	2,817.06	2,958.00	3,105.90	3,262.50
0407	15.80	16.59	17.42	18.30	19.22		1,264.00	1,327.20	1,393.60	1,464.00	1,537.60		2,749.20	2,886.66	3,031.08	3,184.20	3,344.28
0408	16.20	17.01	17.87	18.77	19.71		1,296.00	1,360.80	1,429.60	1,501.60	1,576.80		2,818.80	2,959.74	3,109.38	3,265.98	3,429.54
0409	16.61	17.45	18.33	19.25	20.22		1,328.80	1,396.00	1,466.40	1,540.00	1,617.60		2,890.14	3,036.30	3,189.42	3,349.50	3,518.28
0410	17.03	17.89	18.79	19.73	20.72		1,362.40	1,431.20	1,503.20	1,578.40	1,657.60		2,963.22	3,112.86	3,269.46	3,433.02	3,605.28
0411	17.46	18.34	19.26	20.23	21.25		1,396.80	1,467.20	1,540.80	1,618.40	1,700.00		3,038.04	3,191.16	3,351.24	3,520.02	3,697.50
0412	17.90	18.80	19.74	20.73	21.77		1,432.00	1,504.00	1,579.20	1,658.40	1,741.60		3,114.60	3,271.20	3,434.76	3,607.02	3,787.98
0413	18.35	19.27	20.24	21.26	22.33		1,468.00	1,541.60	1,619.20	1,700.80	1,786.40		3,192.90	3,352.98	3,521.76	3,699.24	3,885.42
0414	18.81	19.76	20.75	21.79	22.88		1,504.80	1,580.80	1,660.00	1,743.20	1,830.40		3,272.94	3,438.24	3,610.50	3,791.46	3,981.12
0415	19.28	20.25	21.27	22.34	23.46		1,542.40	1,620.00	1,701.60	1,787.20	1,876.80		3,354.72	3,523.50	3,700.98	3,887.16	4,082.04
0416	19.76	20.75	21.79	22.88	24.03		1,580.80	1,660.00	1,743.20	1,830.40	1,922.40		3,438.24	3,610.50	3,791.46	3,981.12	4,181.22
0417	20.25	21.27	22.34	23.46	24.64		1,620.00	1,701.60	1,787.20	1,876.80	1,971.20		3,523.50	3,700.98	3,887.16	4,082.04	4,287.36
0418	20.76	21.80	22.89	24.04	25.25		1,660.80	1,744.00	1,831.20	1,923.20	2,020.00		3,612.24	3,793.20	3,982.86	4,182.96	4,393.50
0419	21.28	22.35	23.47	24.65	25.89		1,702.40	1,788.00	1,877.60	1,972.00	2,071.20		3,702.72	3,888.90	4,083.78	4,289.10	4,504.86
0420	21.81	22.91	24.06	25.27	26.54		1,744.80	1,832.80	1,924.80	2,021.60	2,123.20		3,794.94	3,986.34	4,186.44	4,396.98	4,617.96
0421	22.36	23.48	24.66	25.90	27.20		1,788.80	1,878.40	1,972.80	2,072.00	2,176.00		3,890.64	4,085.52	4,290.84	4,506.60	4,732.80
0422	22.92	24.07	25.28	26.55	27.88		1,833.60	1,925.60	2,022.40	2,124.00	2,230.40		3,988.08	4,188.18	4,398.72	4,619.70	4,851.12
0423	23.49	24.67	25.91	27.21	28.58		1,879.20	1,973.60	2,072.80	2,176.80	2,286.40		4,087.26	4,292.58	4,508.34	4,734.54	4,972.92
0424	24.08	25.29	26.56	27.89	29.29		1,926.40	2,023.20	2,124.80	2,231.20	2,343.20		4,189.92	4,400.46	4,621.44	4,852.86	5,096.46
0425	24.68	25.92	27.22	28.59	30.02		1,974.40	2,073.60	2,177.60	2,287.20	2,401.60		4,294.32	4,510.08	4,736.28	4,974.66	5,223.48
0426	25.30	26.57	27.90	29.30	30.77		2,024.00	2,125.60	2,232.00	2,344.00	2,461.60		4,402.20	4,623.18	4,854.60	5,098.20	5,353.98
0427	25.93	27.23	28.60	30.03	31.54		2,074.40	2,178.40	2,288.00	2,402.40	2,523.20		4,511.82	4,738.02	4,976.40	5,225.22	5,487.96
0428	26.58	27.91	29.31	30.78	32.32		2,126.40	2,232.80	2,344.80	2,462.40	2,585.60		4,624.92	4,856.34	5,099.94	5,355.72	5,623.68

Exhibit 3

0429	27.24	28.61	30.05	31.56	33.14		2,179.20	2,288.80	2,404.00	2,524.80	2,651.20		4,739.76	4,978.14	5,228.70	5,491.44	5,766.36
0430	27.92	29.32	30.79	32.33	33.95		2,233.60	2,345.60	2,463.20	2,586.40	2,716.00		4,858.08	5,101.68	5,357.46	5,625.42	5,907.30
0431	28.62	30.06	31.57	33.15	34.81		2,289.60	2,404.80	2,525.60	2,652.00	2,784.80		4,979.88	5,230.44	5,493.18	5,768.10	6,056.94
0432	29.34	30.81	32.36	33.98	35.68		2,347.20	2,464.80	2,588.80	2,718.40	2,854.40		5,105.16	5,360.94	5,630.64	5,912.52	6,208.32
0433	30.07	31.58	33.16	34.82	36.57		2,405.60	2,526.40	2,652.80	2,785.60	2,925.60		5,232.18	5,494.92	5,769.84	6,058.68	6,363.18
0434	30.82	32.37	33.99	35.69	37.48		2,465.60	2,589.60	2,719.20	2,855.20	2,998.40		5,362.68	5,632.38	5,914.26	6,210.06	6,521.52
0435	31.59	33.17	34.83	36.58	38.41		2,527.20	2,653.60	2,786.40	2,926.40	3,072.80		5,496.66	5,771.58	6,060.42	6,364.92	6,683.34
0436	32.38	34.00	35.70	37.49	39.37		2,590.40	2,720.00	2,856.00	2,999.20	3,149.60		5,634.12	5,916.00	6,211.80	6,523.26	6,850.38
0437	33.19	34.85	36.60	38.43	40.36		2,655.20	2,788.00	2,928.00	3,074.40	3,228.80		5,775.06	6,063.90	6,368.40	6,686.82	7,022.64
0438	34.02	35.73	37.52	39.40	41.37		2,721.60	2,858.40	3,001.60	3,152.00	3,309.60		5,919.48	6,217.02	6,528.48	6,855.60	7,198.38
0439	34.87	36.62	38.46	40.39	42.41		2,789.60	2,929.60	3,076.80	3,231.20	3,392.80		6,067.38	6,371.88	6,692.04	7,027.86	7,379.34
0440	35.74	37.53	39.41	41.39	43.46		2,859.20	3,002.40	3,152.80	3,311.20	3,476.80		6,218.76	6,530.22	6,857.34	7,201.86	7,562.04
0441	36.63	38.47	40.40	42.42	44.55		2,930.40	3,077.60	3,232.00	3,393.60	3,564.00		6,373.62	6,693.78	7,029.60	7,381.08	7,751.70
0442	37.55	39.43	41.41	43.49	45.67		3,004.00	3,154.40	3,312.80	3,479.20	3,653.60		6,533.70	6,860.82	7,205.34	7,567.26	7,946.58
0443	38.49	40.42	42.45	44.58	46.81		3,079.20	3,233.60	3,396.00	3,566.40	3,744.80		6,697.26	7,033.08	7,386.30	7,756.92	8,144.94
0444	39.45	41.43	43.51	45.69	47.98		3,156.00	3,314.40	3,480.80	3,655.20	3,838.40		6,864.30	7,208.82	7,570.74	7,950.06	8,348.52
0445	40.44	42.47	44.60	46.83	49.18		3,235.20	3,397.60	3,568.00	3,746.40	3,934.40		7,036.56	7,389.78	7,760.40	8,148.42	8,557.32
0446	41.45	43.53	45.71	48.00	50.40		3,316.00	3,482.40	3,656.80	3,840.00	4,032.00		7,212.30	7,574.22	7,953.54	8,352.00	8,769.60
0447	42.49	44.62	46.86	49.21	51.68		3,399.20	3,569.60	3,748.80	3,936.80	4,134.40		7,393.26	7,763.88	8,153.64	8,562.54	8,992.32
0448	43.55	45.73	48.02	50.43	52.96		3,484.00	3,658.40	3,841.60	4,034.40	4,236.80		7,577.70	7,957.02	8,355.48	8,774.82	9,215.04
0449	44.64	46.88	49.23	51.70	54.29		3,571.20	3,750.40	3,938.40	4,136.00	4,343.20		7,767.36	8,157.12	8,566.02	8,995.80	9,446.46
0450	45.76	48.05	50.46	52.99	55.64		3,660.80	3,844.00	4,036.80	4,239.20	4,451.20		7,962.24	8,360.70	8,780.04	9,220.26	9,681.36
0451	46.90	49.25	51.72	54.31	57.03		3,752.00	3,940.00	4,137.60	4,344.80	4,562.40		8,160.60	8,569.50	8,999.28	9,449.94	9,923.22
0452	48.07	50.48	53.01	55.67	58.46		3,845.60	4,038.40	4,240.80	4,453.60	4,676.80		8,364.18	8,783.52	9,223.74	9,686.58	10,172.04
0453	49.27	51.74	54.33	57.05	59.91		3,941.60	4,139.20	4,346.40	4,564.00	4,792.80		8,572.98	9,002.76	9,453.42	9,926.70	10,424.34
0454	50.50	53.03	55.69	58.48	61.41		4,040.00	4,242.40	4,455.20	4,678.40	4,912.80		8,787.00	9,227.22	9,690.06	10,175.52	10,685.34
0455	51.76	54.35	57.07	59.93	62.93		4,140.80	4,348.00	4,565.60	4,794.40	5,034.40		9,006.24	9,456.90	9,930.18	10,427.82	10,949.82
0456	53.05	55.71	58.50	61.43	64.51		4,244.00	4,456.80	4,680.00	4,914.40	5,160.80		9,230.70	9,693.54	10,179.00	10,688.82	11,224.74
0457	54.38	57.10	59.96	62.96	66.11		4,350.40	4,568.00	4,796.80	5,036.80	5,288.80		9,462.12	9,935.40	10,433.04	10,955.04	11,503.14
0458	55.74	58.53	61.46	64.54	67.77		4,459.20	4,682.40	4,916.80	5,163.20	5,421.60		9,698.76	10,184.22	10,694.04	11,229.96	11,791.98
0459	57.13	59.99	62.99	66.14	69.45		4,570.40	4,799.20	5,039.20	5,291.20	5,556.00		9,940.62	10,438.26	10,960.26	11,508.36	12,084.30
0460	58.56	61.49	64.57	67.80	71.19		4,684.80	4,919.20	5,165.60	5,424.00	5,695.20		10,189.44	10,699.26	11,235.18	11,797.20	12,387.06

Exhibit 3

EXHIBIT 4

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE
EFFECTIVE February 23, 2016

MANAGEMENT/CONFIDENTIAL GENERAL
(MCMA)

RANGE	1.00% HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0403	14.44	15.17	15.93	16.73	17.57	1,155.20	1,213.60	1,274.40	1,338.40	1,405.60	2,512.56	2,639.58	2,771.82	2,911.02	3,057.18
0404	14.80	15.54	16.32	17.14	18.00	1,184.00	1,243.20	1,305.60	1,371.20	1,440.00	2,575.20	2,703.96	2,839.68	2,982.36	3,132.00
0405	15.17	15.93	16.73	17.57	18.45	1,213.60	1,274.40	1,338.40	1,405.60	1,476.00	2,639.58	2,771.82	2,911.02	3,057.18	3,210.30
0406	15.55	16.33	17.15	18.01	18.92	1,244.00	1,306.40	1,372.00	1,440.80	1,513.60	2,705.70	2,841.42	2,984.10	3,133.74	3,292.08
0407	15.94	16.74	17.58	18.46	19.39	1,275.20	1,339.20	1,406.40	1,476.80	1,551.20	2,773.56	2,912.76	3,058.92	3,212.04	3,373.86
0408	16.34	17.16	18.02	18.93	19.88	1,307.20	1,372.80	1,441.60	1,514.40	1,590.40	2,843.16	2,985.84	3,135.48	3,293.82	3,459.12
0409	16.75	17.59	18.47	19.40	20.37	1,340.00	1,407.20	1,477.60	1,552.00	1,629.60	2,914.50	3,060.66	3,213.78	3,375.60	3,544.38
0410	17.17	18.03	18.94	19.89	20.89	1,373.60	1,442.40	1,515.20	1,591.20	1,671.20	2,987.58	3,137.22	3,295.56	3,460.86	3,634.86
0411	17.60	18.48	19.41	20.39	21.41	1,408.00	1,478.40	1,552.80	1,631.20	1,712.80	3,062.40	3,215.52	3,377.34	3,547.86	3,725.34
0412	18.04	18.95	19.90	20.90	21.95	1,443.20	1,516.00	1,592.00	1,672.00	1,756.00	3,138.96	3,297.30	3,462.60	3,636.60	3,819.30
0413	18.49	19.42	20.40	21.42	22.50	1,479.20	1,553.60	1,632.00	1,713.60	1,800.00	3,217.26	3,379.08	3,549.60	3,727.08	3,915.00
0414	18.95	19.90	20.90	21.95	23.05	1,516.00	1,592.00	1,672.00	1,756.00	1,844.00	3,297.30	3,462.60	3,636.60	3,819.30	4,010.70
0415	19.42	20.40	21.42	22.50	23.63	1,553.60	1,632.00	1,713.60	1,800.00	1,890.40	3,379.08	3,549.60	3,727.08	3,915.00	4,111.62
0416	19.91	20.91	21.96	23.06	24.22	1,592.80	1,672.80	1,756.80	1,844.80	1,937.60	3,464.34	3,638.34	3,821.04	4,012.44	4,214.28
0417	20.41	21.44	22.52	23.65	24.84	1,632.80	1,715.20	1,801.60	1,892.00	1,987.20	3,551.34	3,730.56	3,918.48	4,115.10	4,322.16
0418	20.92	21.97	23.07	24.23	25.45	1,673.60	1,757.60	1,845.60	1,938.40	2,036.00	3,640.08	3,822.78	4,014.18	4,216.02	4,428.30
0419	21.44	22.52	23.65	24.84	26.09	1,715.20	1,801.60	1,892.00	1,987.20	2,087.20	3,730.56	3,918.48	4,115.10	4,322.16	4,539.66
0420	21.98	23.08	24.24	25.46	26.74	1,758.40	1,846.40	1,939.20	2,036.80	2,139.20	3,824.52	4,015.92	4,217.76	4,430.04	4,652.76
0421	22.53	23.66	24.85	26.10	27.41	1,802.40	1,892.80	1,988.00	2,088.00	2,192.80	3,920.22	4,116.84	4,323.90	4,541.40	4,769.34
0422	23.09	24.25	25.47	26.75	28.09	1,847.20	1,940.00	2,037.60	2,140.00	2,247.20	4,017.66	4,219.50	4,431.78	4,654.50	4,887.66
0423	23.67	24.86	26.11	27.42	28.80	1,893.60	1,988.80	2,088.80	2,193.60	2,304.00	4,118.58	4,325.64	4,543.14	4,771.08	5,011.20
0424	24.26	25.48	26.76	28.10	29.51	1,940.80	2,038.40	2,140.80	2,248.00	2,360.80	4,221.24	4,433.52	4,656.24	4,889.40	5,134.74
0425	24.87	26.12	27.43	28.81	30.26	1,989.60	2,089.60	2,194.40	2,304.80	2,420.80	4,327.38	4,544.88	4,772.82	5,012.94	5,265.24
0426	25.49	26.77	28.11	29.52	31.00	2,039.20	2,141.60	2,248.80	2,361.60	2,480.00	4,435.26	4,657.98	4,891.14	5,136.48	5,394.00
0427	26.13	27.44	28.82	30.27	31.79	2,090.40	2,195.20	2,305.60	2,421.60	2,543.20	4,546.62	4,774.56	5,014.68	5,266.98	5,531.46
0428	26.78	28.12	29.53	31.01	32.57	2,142.40	2,249.60	2,362.40	2,480.80	2,605.60	4,659.72	4,892.88	5,138.22	5,395.74	5,667.18

Exhibit 4

0429	27.45	28.83	30.28	31.80	33.39		2,196.00	2,306.40	2,422.40	2,544.00	2,671.20		4,776.30	5,016.42	5,268.72	5,533.20	5,809.86
0430	28.14	29.55	31.03	32.59	34.22		2,251.20	2,364.00	2,482.40	2,607.20	2,737.60		4,896.36	5,141.70	5,399.22	5,670.66	5,954.28
0431	28.84	30.29	31.81	33.41	35.09		2,307.20	2,423.20	2,544.80	2,672.80	2,807.20		5,018.16	5,270.46	5,534.94	5,813.34	6,105.66
0432	29.56	31.04	32.60	34.23	35.95		2,364.80	2,483.20	2,608.00	2,738.40	2,876.00		5,143.44	5,400.96	5,672.40	5,956.02	6,255.30
0433	30.30	31.82	33.42	35.10	36.86		2,424.00	2,545.60	2,673.60	2,808.00	2,948.80		5,272.20	5,536.68	5,815.08	6,107.40	6,413.64
0434	31.06	32.62	34.26	35.98	37.78		2,484.80	2,609.60	2,740.80	2,878.40	3,022.40		5,404.44	5,675.88	5,961.24	6,260.52	6,573.72
0435	31.84	33.44	35.12	36.88	38.73		2,547.20	2,675.20	2,809.60	2,950.40	3,098.40		5,540.16	5,818.56	6,110.88	6,417.12	6,739.02
0436	32.64	34.28	36.00	37.80	39.69		2,611.20	2,742.40	2,880.00	3,024.00	3,175.20		5,679.36	5,964.72	6,264.00	6,577.20	6,906.06
0437	33.46	35.14	36.90	38.75	40.69		2,676.80	2,811.20	2,952.00	3,100.00	3,255.20		5,822.04	6,114.36	6,420.60	6,742.50	7,080.06
0438	34.30	36.02	37.83	39.73	41.72		2,744.00	2,881.60	3,026.40	3,178.40	3,337.60		5,968.20	6,267.48	6,582.42	6,913.02	7,259.28
0439	35.16	36.92	38.77	40.71	42.75		2,812.80	2,953.60	3,101.60	3,256.80	3,420.00		6,117.84	6,424.08	6,745.98	7,083.54	7,438.50
0440	36.04	37.85	39.75	41.74	43.83		2,883.20	3,028.00	3,180.00	3,339.20	3,506.40		6,270.96	6,585.90	6,916.50	7,262.76	7,626.42
0441	36.94	38.79	40.73	42.77	44.91		2,955.20	3,103.20	3,258.40	3,421.60	3,592.80		6,427.56	6,749.46	7,087.02	7,441.98	7,814.34
0442	37.86	39.76	41.75	43.84	46.04		3,028.80	3,180.80	3,340.00	3,507.20	3,683.20		6,587.64	6,918.24	7,264.50	7,628.16	8,010.96
0443	38.81	40.76	42.80	44.94	47.19		3,104.80	3,260.80	3,424.00	3,595.20	3,775.20		6,752.94	7,092.24	7,447.20	7,819.56	8,211.06
0444	39.78	41.77	43.86	46.06	48.37		3,182.40	3,341.60	3,508.80	3,684.80	3,869.60		6,921.72	7,267.98	7,631.64	8,014.44	8,416.38
0445	40.77	42.81	44.96	47.21	49.58		3,261.60	3,424.80	3,596.80	3,776.80	3,966.40		7,093.98	7,448.94	7,823.04	8,214.54	8,626.92
0446	41.79	43.88	46.08	48.39	50.81		3,343.20	3,510.40	3,686.40	3,871.20	4,064.80		7,271.46	7,635.12	8,017.92	8,419.86	8,840.94
0447	42.83	44.98	47.23	49.60	52.08		3,426.40	3,598.40	3,778.40	3,968.00	4,166.40		7,452.42	7,826.52	8,218.02	8,630.40	9,061.92
0448	43.90	46.10	48.41	50.84	53.39		3,512.00	3,688.00	3,872.80	4,067.20	4,271.20		7,638.60	8,021.40	8,423.34	8,846.16	9,289.86
0449	45.00	47.25	49.62	52.11	54.72		3,600.00	3,780.00	3,969.60	4,168.80	4,377.60		7,830.00	8,221.50	8,633.88	9,067.14	9,521.28
0450	46.13	48.44	50.87	53.42	56.10		3,690.40	3,875.20	4,069.60	4,273.60	4,488.00		8,026.62	8,428.56	8,851.38	9,295.08	9,761.40
0451	47.28	49.65	52.14	54.75	57.49		3,782.40	3,972.00	4,171.20	4,380.00	4,599.20		8,226.72	8,639.10	9,072.36	9,526.50	10,003.26
0452	48.46	50.89	53.44	56.12	58.93		3,876.80	4,071.20	4,275.20	4,489.60	4,714.40		8,432.04	8,854.86	9,298.56	9,764.88	10,253.82
0453	49.67	52.16	54.77	57.51	60.39		3,973.60	4,172.80	4,381.60	4,600.80	4,831.20		8,642.58	9,075.84	9,529.98	10,006.74	10,507.86
0454	50.91	53.46	56.14	58.95	61.90		4,072.80	4,276.80	4,491.20	4,716.00	4,952.00		8,858.34	9,302.04	9,768.36	10,257.30	10,770.60
0455	52.18	54.79	57.53	60.41	63.44		4,174.40	4,383.20	4,602.40	4,832.80	5,075.20		9,079.32	9,533.46	10,010.22	10,511.34	11,038.56
0456	53.48	56.16	58.97	61.92	65.02		4,278.40	4,492.80	4,717.60	4,953.60	5,201.60		9,305.52	9,771.84	10,260.78	10,774.08	11,313.48
0457	54.82	57.57	60.45	63.48	66.66		4,385.60	4,605.60	4,836.00	5,078.40	5,332.80		9,538.68	10,017.18	10,518.30	11,045.52	11,598.84
0458	56.19	59.00	61.95	65.05	68.31		4,495.20	4,720.00	4,956.00	5,204.00	5,464.80		9,777.06	10,266.00	10,779.30	11,318.70	11,885.94
0459	57.59	60.47	63.50	66.68	70.02		4,607.20	4,837.60	5,080.00	5,334.40	5,601.60		10,020.66	10,521.78	11,049.00	11,602.32	12,183.48
0460	59.03	61.99	65.09	68.35	71.77		4,722.40	4,959.20	5,207.20	5,468.00	5,741.60		10,271.22	10,786.26	11,325.66	11,892.90	12,487.98

Exhibit 4

Exhibit 5

Schedule of Labor Market Increases

Title	Salary Top Step	Salary Data	% Change by Class	% Change by Class (Rounded)	1st Adjustment Effective 12/2/14	2nd Adjustment Effective 2/23/16
Account Technician (Confidential)	$ 49,218.00		7.8%	7.5%	5.0%	2.5%
Administrative Services Technician I (Confidential)	$ 48,017.00		12.4%	12.5%	7.5%	5.0%
Administrative Services Technician II (Confidential)	$ 53,002.00		12.4%	12.5%	7.5%	5.0%
Airport Manager	$ 98,263.00		1.3%	2.5%	2.5%	
Animal Control Supervisor	$ 64,577.00	-15.9%	0.9%	2.5%	2.5%	
Assistant Chief Building Official	$ 103,237.00		6.2%	7.5%	5.0%	2.5%
Assistant City Clerk	$ 66,192.00		2.3%	2.5%	2.5%	
Assistant Planner	$ 63,002.00		4.9%	5.0%	2.5%	2.5%
Associate Planner	$ 69,542.00	-19.9%	4.9%	5.0%	2.5%	2.5%
Chief Building Official	$ 113,954.00	-21.2%	6.2%	7.5%	5.0%	2.5%
City Engineer	$ 119,723.00	-25.8%	10.8%	12.5%	7.5%	5.0%
Deputy City Clerk	$ 54,327.00		2.3%	2.5%	2.5%	
Deputy Fire Marshal	$ 80,649.00		8.3%	10.0%	5.0%	5.0%
Employee Benefits Coordinator	$ 54,327.00		9.6%	10.0%	5.0%	5.0%
Fleet Manager	$ 98,263.00	-16.3%	1.3%	2.5%	2.5%	
Human Resources Analyst I	$ 64,577.00		0.6%	2.5%	2.5%	
Human Resources Analyst II	$ 71,281.00	-15.6%	0.6%	2.5%	2.5%	
Information Technology Manager	$ 103,237.00	-20.3%	5.3%	5.0%	2.5%	2.5%
Legal Secretary I	$ 46,846.00		4.1%	5.0%	2.5%	2.5%
Legal Secretary II	$ 51,709.00	-19.1%	4.1%	5.0%	2.5%	2.5%
Parking Adjudication Program Coordinator	$ 61,466.00		10.1%	10.0%	5.0%	5.0%
Parking Services Supervisor	$ 58,504.00		10.5%	10.0%	5.0%	5.0%
Parks Planning and Development Manager	$ 89,021.00		4.9%	5.0%	2.5%	2.5%
Parks Project Coordinator	$ 73,063.00		4.9%	5.0%	2.5%	2.5%
Parks Recreation & Neighborhood Operations Manager	$ 116,803.00		2.2%	2.5%	2.5%	

Title	Salary Top Step	Salary Data	% Change by Class	% Change by Class (Rounded)	1st Adjustment Effective 12/2/14	2nd Adjustment Effective 2/23/16
Police Civilian Supervisor	$ 64,577.00		10.1%	10.0%	5.0%	5.0%
Principal Planner	$ 98,263.00		4.9%	5.0%	2.5%	2.5%
Public Information Coordinator	$ 78,682.00	-26.0%	11.0%	12.5%	7.5%	5.0%
Recreation Program Manager	$ 89,021.00	-18.9%	3.9%	5.0%	2.5%	2.5%
Recreation Supervisor	$ 73,063.00	-17.4%	2.4%	2.5%	2.5%	
Risk and Loss Control Coordinator	$ 82,665.00		0.6%	2.5%	2.5%	
Senior Community Development Program Specialist	$ 76,763.00		10.4%	10.0%	5.0%	5.0%
Senior Crime and Intelligence Analyst	$ 73,063.00		9.5%	10.0%	5.0%	5.0%
Senior Human Resources Analyst	$ 82,665.00		0.6%	2.5%	2.5%	
Senior Legal Secretary	$ 54,327.00		4.1%	5.0%	2.5%	2.5%
Senior Planner	$ 80,649.00		4.9%	5.0%	2.5%	2.5%
Senior Workers' Compensation Claims Examiner	$ 71,281.00		0.6%	2.5%	2.5%	
Streets Manager	$ 91,247.00	-23.2%	8.2%	10.0%	5.0%	5.0%
Transit Manager	$ 98,263.00		1.3%	2.5%	2.5%	
Workers' Compensation Claims Assistant	$ 53,002.00		0.6%	2.5%	2.5%	
Workers' Compensation Claims Examiner I	$ 57,078.00		0.6%	2.5%	2.5%	
Workers' Compensation Claims Examiner II	$ 64,577.00		0.6%	2.5%	2.5%	

Note: The parties agree that the 10.0% (rounded) labor market increase for Wastewater Collection Manager and its related classes will take effect following completion of the City's classification and compensation study for its utilities classifications. The first adjustment of 5% will be paid retroactive to December 2, 2014. To the extent employees in the Wastewater Collection Manager classification and its related classes are eligible for increases in addition to this 10.0% (rounded) labor market increase based on the classification and compensation study, such additional increases shall not be paid retroactively.

Exhibit 5

Exhibit 6

MCMA APPROVED ALTERNATE WORK SCHEDULES

(See ARTICLE 11. APPROVED WORK SCHEDULES for positions and classifications eligible to participate in these work schedules.)

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	Wednesday	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 14. (OVERTIME FOR NON-EXEMPT EMPLOYEES).

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.

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 20. (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 for non-exempt employees shall be compensated in accordance with ARTICLE 14. (OVERTIME FOR NON-EXEMPT EMPLOYEES).

Exhibit 6

LETTER OF AGREEMENT
Between
City of Modesto
And
Modesto Confidential and Management Association (MCMA)

Article 26 – License, Certificates, Registration

Clarification of the MOU Language

The job specification for Wastewater Collection System Supervisor was modified in the Wall-to-Wall Study to include and make mandatory possession of a CWEA Grade III Collection System Maintenance Certificate. While the City agreed and intended to follow up the addition of this mandatory certificate with a base salary adjustment, budget constraints have delayed that part of the process.

In recognition of the fact that incumbents and candidates had to (and will have to) incur costs associated with earning this new certificate, incumbents in this class shall be paid an additional 2-½% until such time as base salary for this classification is adjusted upward by 2-½% or more. This item will be removed from the "voluntary" portion of the table in the current wording and moved to the "required" wording until resolved.

The parties further agree to update the table to reflect the following changes:

- Removal of wording regarding Water Division managers as subsequent salary adjustments has ended the need for voluntary pay and removal of footnote (1).
- Removal of the word "Technologist" from the Collection System Technologist Certificate to align with the actual CWEA title.
- Removal of the Grade III Collection System Maintenance Certificate for Wastewater Collections System Supervisors as that certificate is now mandatory and addressed in the previous section of this agreement.
- Correction of the title for Industrial Waste Supervisor and Environmental Laboratory Supervisor.
- Change in column sequence for easier reading and interpretation.

Exhibit 7

Revised table is added to this agreement for reference:

Division	Eligible Classes	Certificate	Grade	Pay
Wastewater Services	Wastewater Collections System Supervisor	CWEA - Collection System Maintenance	IV	5%
		CWEA - Mechanical Technologist	III	2 ½%
		CWEA - Mechanical Technologist	IV	5%
	Water Quality Control Plant Maintenance Supervisor	CWEA - Collection System Maintenance	IV	5%
		CWEA - Mechanical Technologist	IV	5%
	Environmental Compliance Supervisor	CWEA - Environmental Compliance Inspector	III	2 ½%
		CWEA – Environmental Compliance Inspector	IV	5%
	Environmental & Water Quality Lab. Supervisor	CWEA - Laboratory Analyst	IV	5%
All Divisions Citywide	Maximum of two (2) employees citywide as per Department Director	Pest Control Advisor		2 ½%
Parks	Operations and Maintenance Supervisor	Playground Safety		2 ½%
Building & Dev. Serv.	Chief Building Official	CA Registration Professional Civil Engineer		2 ½%
	Deputy Chief Building Official	CA Registration Professional Civil Engineer		5%

11/8/10
Dee Williams-Ridley
Deputy City Manager/Director of HR

Laurie Smith
MCMA President

11/10/10
Greg Nyhoff
City Manager

Kim Gillingham
Goyette & Associates

Exhibit 7

Attachment A: Definitions

The following definitions are provided for information purposes, only, and are not a negotiable part of this MOU Document. The definitions may be drawn from various City rules, policies, administrative orders or other documents and are subject to change pursuant to the provisions of those source documents.

Advancement. A salary increase within the limits of the salary range established for the class.

Applicant. A person who has made formal application for employment.

Appointment. The offer to a person and his/her acceptance of a position.

Class or Classes of Positions. A group of positions having duties and responsibilities sufficiently similar that the same title, examples of duties, and requirements may be applied.

Classification Plan. The arrangement of positions into classes, with titles and specifications describing each class.

Continuous Service. Employment by the City, uninterrupted from the date of appointment, except by authorized absence with pay.

Demotion. A downgrade of a regular employee from one class to another class with a lower salary range imposed as a disciplinary action or as a substitution for layoff. A reduction in salary within the same class shall not be considered a demotion.

Disciplinary Probation. A form of disciplinary action, as distinguished from the usual probationary period for new employees, for a specified time not to exceed one year. Employees placed on disciplinary probation may be dismissed for failure to meet any requirement imposed as a condition to such status.

Dismissal. The separation from employment of an employee by an appointing authority for cause.

Domestic partnership is a partnership that complies with California Family Code Section 298 and is filed with the Secretary of State of the State of California.

Downgrade. A change in employment status of a regular employee from one class to another class with a lower salary range.

Eligible. A person whose name is on an appropriate eligible list and who is not ineligible for appointment for any reason.

Eligible List. A record of the name of persons who have qualified, through examination, for employment in a specific class.

Examination. A test or group of tests and evaluations used to determine eligibility and to rank candidates for employment in a class.

Exempt and non-exempt. These terms reference the employee's status pursuant to the Fair Labor Standards Act (FLSA). Exempt employees are exempt from the overtime requirements of the FLSA. (See Exhibit 1: Classifications and Salary Ranges for FLSA status.)

Grievance. A grievance is a disagreement between the CITY and an employee, group of employees, or MCMA concerning the interpretation, application, or violation of a specific Article(s) of this MOU or established written rules(s) or regulations(s), or custom(s) governing personnel practices.

Interest Based Negotiations. Interest Based Negotiations is a process that focuses on satisfying as many interests or needs as possible for all negotiators. It is a problem solving process used to reach an integrative solution rather than describing rewards in a win/lose manner.

Lay-Off. Termination of service because of lack of work, lack of funds, or in the interests of economy, without fault on the part of the employee involved.

Modesto Municipal Code. Chapter 5 of Title II of the Modesto Municipal Code plus any other provisions of the Modesto Municipal Code which deal with the City's personnel system.

Overtime. 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.

Position. A combination of duties regularly assigned to be performed by one person.

Probationary Period. A working test period during which an employee appointed from an eligible list is required to demonstrate his/her fitness for the class by actual performance of the duties of his/her position.

Probationary Status. The status of an employee who has been appointed from an eligible list, but has not completed the prescribed probationary period.

Probationer. An employee who has probationary status.

Promotion. A change in employment status of a regular employee from one class to another class with a higher salary range.

Provisional Employee. An employee who is appointed without examination to a regular position in the classified service for which no eligible list exists.

Recognized Employee Organization. "Recognized Employee Organization" means an employee organization, which has been formally recognized by the City as the employee organization that represents the employees in an appropriate representation unit.

Reduction. A salary decrease within the pay range for the class.

Regular Employee. An employee who has satisfactorily completed his/her initial probationary period and has been retained in the classified service.

Regular Position. A position in the classified service which requires, or is likely to require, the services of an employee for more than six months.

Reinstatement. The reappointment without examination of an employee who has resigned in good standing.

Release. Separation of an employee from the service during or at the close of the probationary period.

Separation. Any termination of employment.

Status. The condition of an employee's present appointment, such as temporary, provisional, probationary, or regular.

Suspension. An involuntary absence without pay, imposed for disciplinary purposes, or pending investigation of charges.

Temporary Appointment. An appointment for a limited period.

Transfer. A change in employment status of a regular employee from one position to another within the same class, or a comparable class. "Comparable" means a class with similar duties and responsibilities, and the same or similar minimum qualifications, and the same salary range.

Vacancy or Vacant Position. Any unfilled position in the City service.

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

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)** **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
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
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 Accountant
	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
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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0403	14.30	15.02	15.78	16.57	17.40	1,144.00	1,201.60	1,262.40	1,325.60	1,392.00	2,488.20	2,613.48	2,745.72	2,883.18	3,027.60
0404	14.66	15.40	16.17	16.98	17.83	1,172.80	1,232.00	1,293.60	1,358.40	1,426.40	2,550.84	2,679.60	2,813.58	2,954.52	3,102.42
0405	15.03	15.79	16.58	17.41	18.29	1,202.40	1,263.20	1,326.40	1,392.80	1,463.20	2,615.22	2,747.46	2,884.92	3,029.34	3,182.46
0406	15.41	16.19	17.00	17.85	18.75	1,232.80	1,295.20	1,360.00	1,428.00	1,500.00	2,681.34	2,817.06	2,958.00	3,105.90	3,262.50
0407	15.80	16.59	17.42	18.30	19.22	1,264.00	1,327.20	1,393.60	1,464.00	1,537.60	2,749.20	2,886.66	3,031.08	3,184.20	3,344.28
0408	16.20	17.01	17.87	18.77	19.71	1,296.00	1,360.80	1,429.60	1,501.60	1,576.80	2,818.80	2,959.74	3,109.38	3,265.98	3,429.54
0409	16.61	17.45	18.33	19.25	20.22	1,328.80	1,396.00	1,466.40	1,540.00	1,617.60	2,890.14	3,036.30	3,189.42	3,349.50	3,518.28
0410	17.03	17.89	18.79	19.73	20.72	1,362.40	1,431.20	1,503.20	1,578.40	1,657.60	2,963.22	3,112.86	3,269.46	3,433.02	3,605.28
0411	17.46	18.34	19.26	20.23	21.25	1,396.80	1,467.20	1,540.80	1,618.40	1,700.00	3,038.04	3,191.16	3,351.24	3,520.02	3,697.50
0412	17.90	18.80	19.74	20.73	21.77	1,432.00	1,504.00	1,579.20	1,658.40	1,741.60	3,114.60	3,271.20	3,434.76	3,607.02	3,787.98
0413	18.35	19.27	20.24	21.26	22.33	1,468.00	1,541.60	1,619.20	1,700.80	1,786.40	3,192.90	3,352.98	3,521.76	3,699.24	3,885.42
0414	18.81	19.76	20.75	21.79	22.88	1,504.80	1,580.80	1,660.00	1,743.20	1,830.40	3,272.94	3,438.24	3,610.50	3,791.46	3,981.12
0415	19.28	20.25	21.27	22.34	23.46	1,542.40	1,620.00	1,701.60	1,787.20	1,876.80	3,354.72	3,523.50	3,700.98	3,887.16	4,082.04
0416	19.76	20.75	21.79	22.88	24.03	1,580.80	1,660.00	1,743.20	1,830.40	1,922.40	3,438.24	3,610.50	3,791.46	3,981.12	4,181.22
0417	20.25	21.27	22.34	23.46	24.64	1,620.00	1,701.60	1,787.20	1,876.80	1,971.20	3,523.50	3,700.98	3,887.16	4,082.04	4,287.36
0418	20.76	21.80	22.89	24.04	25.25	1,660.80	1,744.00	1,831.20	1,923.20	2,020.00	3,612.24	3,793.20	3,982.86	4,182.96	4,393.50
0419	21.28	22.35	23.47	24.65	25.89	1,702.40	1,788.00	1,877.60	1,972.00	2,071.20	3,702.72	3,888.90	4,083.78	4,289.10	4,504.86
0420	21.81	22.91	24.06	25.27	26.54	1,744.80	1,832.80	1,924.80	2,021.60	2,123.20	3,794.94	3,986.34	4,186.44	4,396.98	4,617.96
0421	22.36	23.48	24.66	25.90	27.20	1,788.80	1,878.40	1,972.80	2,072.00	2,176.00	3,890.64	4,085.52	4,290.84	4,506.60	4,732.80
0422	22.92	24.07	25.28	26.55	27.88	1,833.60	1,925.60	2,022.40	2,124.00	2,230.40	3,988.08	4,188.18	4,398.72	4,619.70	4,851.12
0423	23.49	24.67	25.91	27.21	28.58	1,879.20	1,973.60	2,072.80	2,176.80	2,286.40	4,087.26	4,292.58	4,508.34	4,734.54	4,972.92
0424	24.08	25.29	26.56	27.89	29.29	1,926.40	2,023.20	2,124.80	2,231.20	2,343.20	4,189.92	4,400.46	4,621.44	4,852.86	5,096.46
0425	24.68	25.92	27.22	28.59	30.02	1,974.40	2,073.60	2,177.60	2,287.20	2,401.60	4,294.32	4,510.08	4,736.28	4,974.66	5,223.48
0426	25.30	26.57	27.90	29.30	30.77	2,024.00	2,125.60	2,232.00	2,344.00	2,461.60	4,402.20	4,623.18	4,854.60	5,098.20	5,353.98
0427	25.93	27.23	28.60	30.03	31.54	2,074.40	2,178.40	2,288.00	2,402.40	2,523.20	4,511.82	4,738.02	4,976.40	5,225.22	5,487.96
0428	26.58	27.91	29.31	30.78	32.32	2,126.40	2,232.80	2,344.80	2,462.40	2,585.60	4,624.92	4,856.34	5,099.94	5,355.72	5,623.68
0429	27.24	28.61	30.05	31.56	33.14	2,179.20	2,288.80	2,404.00	2,524.80	2,651.20	4,739.76	4,978.14	5,228.70	5,491.44	5,766.36
0430	27.92	29.32	30.79	32.33	33.95	2,233.60	2,345.60	2,463.20	2,586.40	2,716.00	4,858.08	5,101.68	5,357.46	5,625.42	5,907.30
0431	28.62	30.06	31.57	33.15	34.81	2,289.60	2,404.80	2,525.60	2,652.00	2,784.80	4,979.88	5,230.44	5,493.18	5,768.10	6,056.94
0432	29.34	30.81	32.36	33.98	35.68	2,347.20	2,464.80	2,588.80	2,718.40	2,854.40	5,105.16	5,360.94	5,630.64	5,912.52	6,208.32
0433	30.07	31.58	33.16	34.82	36.57	2,405.60	2,526.40	2,652.80	2,785.60	2,925.60	5,232.18	5,494.92	5,769.84	6,058.68	6,363.18
0434	30.82	32.37	33.99	35.69	37.48	2,465.60	2,589.60	2,719.20	2,855.20	2,998.40	5,362.68	5,632.38	5,914.26	6,210.06	6,521.52
0435	31.59	33.17	34.83	36.58	38.41	2,527.20	2,653.60	2,786.40	2,926.40	3,072.80	5,496.66	5,771.58	6,060.42	6,364.92	6,683.34
0436	32.38	34.00	35.70	37.49	39.37	2,590.40	2,720.00	2,856.00	2,999.20	3,149.60	5,634.12	5,916.00	6,211.80	6,523.26	6,850.38

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0437	33.19	34.85	36.60	38.43	40.36	2,655.20	2,788.00	2,928.00	3,074.40	3,228.80	5,775.06	6,063.90	6,368.40	6,686.82	7,022.64
0438	34.02	35.73	37.52	39.40	41.37	2,721.60	2,858.40	3,001.60	3,152.00	3,309.60	5,919.48	6,217.02	6,528.48	6,855.60	7,198.38
0439	34.87	36.62	38.46	40.39	42.41	2,789.60	2,929.60	3,076.80	3,231.20	3,392.80	6,067.38	6,371.88	6,692.04	7,027.86	7,379.34
0440	35.74	37.53	39.41	41.39	43.46	2,859.20	3,002.40	3,152.80	3,311.20	3,476.80	6,218.76	6,530.22	6,857.34	7,201.86	7,562.04
0441	36.63	38.47	40.40	42.42	44.55	2,930.40	3,077.60	3,232.00	3,393.60	3,564.00	6,373.62	6,693.78	7,029.60	7,381.08	7,751.70
0442	37.55	39.43	41.41	43.49	45.67	3,004.00	3,154.40	3,312.80	3,479.20	3,653.60	6,533.70	6,860.82	7,205.34	7,567.26	7,946.58
0443	38.49	40.42	42.45	44.58	46.81	3,079.20	3,233.60	3,396.00	3,566.40	3,744.80	6,697.26	7,033.08	7,386.30	7,756.92	8,144.94
0444	39.45	41.43	43.51	45.69	47.98	3,156.00	3,314.40	3,480.80	3,655.20	3,838.40	6,864.30	7,208.82	7,570.74	7,950.06	8,348.52
0445	40.44	42.47	44.60	46.83	49.18	3,235.20	3,397.60	3,568.00	3,746.40	3,934.40	7,036.56	7,389.78	7,760.40	8,148.42	8,557.32
0446	41.45	43.53	45.71	48.00	50.40	3,316.00	3,482.40	3,656.80	3,840.00	4,032.00	7,212.30	7,574.22	7,953.54	8,352.00	8,769.60
0447	42.49	44.62	46.86	49.21	51.68	3,399.20	3,569.60	3,748.80	3,936.80	4,134.40	7,393.26	7,763.88	8,153.64	8,562.54	8,992.32
0448	43.55	45.73	48.02	50.43	52.96	3,484.00	3,658.40	3,841.60	4,034.40	4,236.80	7,577.70	7,957.02	8,355.48	8,774.82	9,215.04
0449	44.64	46.88	49.23	51.70	54.29	3,571.20	3,750.40	3,938.40	4,136.00	4,343.20	7,767.36	8,157.12	8,566.02	8,995.80	9,446.46
0450	45.76	48.05	50.46	52.99	55.64	3,660.80	3,844.00	4,036.80	4,239.20	4,451.20	7,962.24	8,360.70	8,780.04	9,220.26	9,681.36
0451	46.90	49.25	51.72	54.31	57.03	3,752.00	3,940.00	4,137.60	4,344.80	4,562.40	8,160.60	8,569.50	8,999.28	9,449.94	9,923.22
0452	48.07	50.48	53.01	55.67	58.46	3,845.60	4,038.40	4,240.80	4,453.60	4,676.80	8,364.18	8,783.52	9,223.74	9,686.58	10,172.04
0453	49.27	51.74	54.33	57.05	59.91	3,941.60	4,139.20	4,346.40	4,564.00	4,792.80	8,572.98	9,002.76	9,453.42	9,926.70	10,424.34
0454	50.50	53.03	55.69	58.48	61.41	4,040.00	4,242.40	4,455.20	4,678.40	4,912.80	8,787.00	9,227.22	9,690.06	10,175.52	10,685.34
0455	51.76	54.35	57.07	59.93	62.93	4,140.80	4,348.00	4,565.60	4,794.40	5,034.40	9,006.24	9,456.90	9,930.18	10,427.82	10,949.82
0456	53.05	55.71	58.50	61.43	64.51	4,244.00	4,456.80	4,680.00	4,914.40	5,160.80	9,230.70	9,693.54	10,179.00	10,688.82	11,224.74
0457	54.38	57.10	59.96	62.96	66.11	4,350.40	4,568.00	4,796.80	5,036.80	5,288.80	9,462.12	9,935.40	10,433.04	10,955.04	11,503.14
0458	55.74	58.53	61.46	64.54	67.77	4,459.20	4,682.40	4,916.80	5,163.20	5,421.60	9,698.76	10,184.22	10,694.04	11,229.96	11,791.98
0459	57.13	59.99	62.99	66.14	69.45	4,570.40	4,799.20	5,039.20	5,291.20	5,556.00	9,940.62	10,438.26	10,960.26	11,508.36	12,084.30
0460	58.56	61.49	64.57	67.80	71.19	4,684.80	4,919.20	5,165.60	5,424.00	5,695.20	10,189.44	10,699.26	11,235.18	11,797.20	12,387.06

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0403	14.30	15.02	15.78	16.57	17.40	1,144.00	1,201.60	1,262.40	1,325.60	1,392.00	2,488.20	2,613.48	2,745.72	2,883.18	3,027.60
0404	14.66	15.40	16.17	16.98	17.83	1,172.80	1,232.00	1,293.60	1,358.40	1,426.40	2,550.84	2,679.60	2,813.58	2,954.52	3,102.42
0405	15.03	15.79	16.58	17.41	18.29	1,202.40	1,263.20	1,326.40	1,392.80	1,463.20	2,615.22	2,747.46	2,884.92	3,029.34	3,182.46
0406	15.41	16.19	17.00	17.85	18.75	1,232.80	1,295.20	1,360.00	1,428.00	1,500.00	2,681.34	2,817.06	2,958.00	3,105.90	3,262.50
0407	15.80	16.59	17.42	18.30	19.22	1,264.00	1,327.20	1,393.60	1,464.00	1,537.60	2,749.20	2,886.66	3,031.08	3,184.20	3,344.28
0408	16.20	17.01	17.87	18.77	19.71	1,296.00	1,360.80	1,429.60	1,501.60	1,576.80	2,818.80	2,959.74	3,109.38	3,265.98	3,429.54
0409	16.61	17.45	18.33	19.25	20.22	1,328.80	1,396.00	1,466.40	1,540.00	1,617.60	2,890.14	3,036.30	3,189.42	3,349.50	3,518.28
0410	17.03	17.89	18.79	19.73	20.72	1,362.40	1,431.20	1,503.20	1,578.40	1,657.60	2,963.22	3,112.86	3,269.46	3,433.02	3,605.28
0411	17.46	18.34	19.26	20.23	21.25	1,396.80	1,467.20	1,540.80	1,618.40	1,700.00	3,038.04	3,191.16	3,351.24	3,520.02	3,697.50
0412	17.90	18.80	19.74	20.73	21.77	1,432.00	1,504.00	1,579.20	1,658.40	1,741.60	3,114.60	3,271.20	3,434.76	3,607.02	3,787.98
0413	18.35	19.27	20.24	21.26	22.33	1,468.00	1,541.60	1,619.20	1,700.80	1,786.40	3,192.90	3,352.98	3,521.76	3,699.24	3,885.42
0414	18.81	19.76	20.75	21.79	22.88	1,504.80	1,580.80	1,660.00	1,743.20	1,830.40	3,272.94	3,438.24	3,610.50	3,791.46	3,981.12
0415	19.28	20.25	21.27	22.34	23.46	1,542.40	1,620.00	1,701.60	1,787.20	1,876.80	3,354.72	3,523.50	3,700.98	3,887.16	4,082.04
0416	19.76	20.75	21.79	22.88	24.03	1,580.80	1,660.00	1,743.20	1,830.40	1,922.40	3,438.24	3,610.50	3,791.46	3,981.12	4,181.22
0417	20.25	21.27	22.34	23.46	24.64	1,620.00	1,701.60	1,787.20	1,876.80	1,971.20	3,523.50	3,700.98	3,887.16	4,082.04	4,287.36
0418	20.76	21.80	22.89	24.04	25.25	1,660.80	1,744.00	1,831.20	1,923.20	2,020.00	3,612.24	3,793.20	3,982.86	4,182.96	4,393.50
0419	21.28	22.35	23.47	24.65	25.89	1,702.40	1,788.00	1,877.60	1,972.00	2,071.20	3,702.72	3,888.90	4,083.78	4,289.10	4,504.86
0420	21.81	22.91	24.06	25.27	26.54	1,744.80	1,832.80	1,924.80	2,021.60	2,123.20	3,794.94	3,986.34	4,186.44	4,396.98	4,617.96
0421	22.36	23.48	24.66	25.90	27.20	1,788.80	1,878.40	1,972.80	2,072.00	2,176.00	3,890.64	4,085.52	4,290.84	4,506.60	4,732.80
0422	22.92	24.07	25.28	26.55	27.88	1,833.60	1,925.60	2,022.40	2,124.00	2,230.40	3,988.08	4,188.18	4,398.72	4,619.70	4,851.12
0423	23.49	24.67	25.91	27.21	28.58	1,879.20	1,973.60	2,072.80	2,176.80	2,286.40	4,087.26	4,292.58	4,508.34	4,734.54	4,972.92
0424	24.08	25.29	26.56	27.89	29.29	1,926.40	2,023.20	2,124.80	2,231.20	2,343.20	4,189.92	4,400.46	4,621.44	4,852.86	5,096.46
0425	24.68	25.92	27.22	28.59	30.02	1,974.40	2,073.60	2,177.60	2,287.20	2,401.60	4,294.32	4,510.08	4,736.28	4,974.66	5,223.48
0426	25.30	26.57	27.90	29.30	30.77	2,024.00	2,125.60	2,232.00	2,344.00	2,461.60	4,402.20	4,623.18	4,854.60	5,098.20	5,353.98
0427	25.93	27.23	28.60	30.03	31.54	2,074.40	2,178.40	2,288.00	2,402.40	2,523.20	4,511.82	4,738.02	4,976.40	5,225.22	5,487.96
0428	26.58	27.91	29.31	30.78	32.32	2,126.40	2,232.80	2,344.80	2,462.40	2,585.60	4,624.92	4,856.34	5,099.94	5,355.72	5,623.68
0429	27.24	28.61	30.05	31.56	33.14	2,179.20	2,288.80	2,404.00	2,524.80	2,651.20	4,739.76	4,978.14	5,228.70	5,491.44	5,766.36
0430	27.92	29.32	30.79	32.33	33.95	2,233.60	2,345.60	2,463.20	2,586.40	2,716.00	4,858.08	5,101.68	5,357.46	5,625.42	5,907.30
0431	28.62	30.06	31.57	33.15	34.81	2,289.60	2,404.80	2,525.60	2,652.00	2,784.80	4,979.88	5,230.44	5,493.18	5,768.10	6,056.94
0432	29.34	30.81	32.36	33.98	35.68	2,347.20	2,464.80	2,588.80	2,718.40	2,854.40	5,105.16	5,360.94	5,630.64	5,912.52	6,208.32
0433	30.07	31.58	33.16	34.82	36.57	2,405.60	2,526.40	2,652.80	2,785.60	2,925.60	5,232.18	5,494.92	5,769.84	6,058.68	6,363.18
0434	30.82	32.37	33.99	35.69	37.48	2,465.60	2,589.60	2,719.20	2,855.20	2,998.40	5,362.68	5,632.38	5,914.26	6,210.06	6,521.52
0435	31.59	33.17	34.83	36.58	38.41	2,527.20	2,653.60	2,786.40	2,926.40	3,072.80	5,496.66	5,771.58	6,060.42	6,364.92	6,683.34
0436	32.38	34.00	35.70	37.49	39.37	2,590.40	2,720.00	2,856.00	2,999.20	3,149.60	5,634.12	5,916.00	6,211.80	6,523.26	6,850.38

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0437	33.19	34.85	36.60	38.43	40.36	2,655.20	2,788.00	2,928.00	3,074.40	3,228.80	5,775.06	6,063.90	6,368.40	6,686.82	7,022.64
0438	34.02	35.73	37.52	39.40	41.37	2,721.60	2,858.40	3,001.60	3,152.00	3,309.60	5,919.48	6,217.02	6,528.48	6,855.60	7,198.38
0439	34.87	36.62	38.46	40.39	42.41	2,789.60	2,929.60	3,076.80	3,231.20	3,392.80	6,067.38	6,371.88	6,692.04	7,027.86	7,379.34
0440	35.74	37.53	39.41	41.39	43.46	2,859.20	3,002.40	3,152.80	3,311.20	3,476.80	6,218.76	6,530.22	6,857.34	7,201.86	7,562.04
0441	36.63	38.47	40.40	42.42	44.55	2,930.40	3,077.60	3,232.00	3,393.60	3,564.00	6,373.62	6,693.78	7,029.60	7,381.08	7,751.70
0442	37.55	39.43	41.41	43.49	45.67	3,004.00	3,154.40	3,312.80	3,479.20	3,653.60	6,533.70	6,860.82	7,205.34	7,567.26	7,946.58
0443	38.49	40.42	42.45	44.58	46.81	3,079.20	3,233.60	3,396.00	3,566.40	3,744.80	6,697.26	7,033.08	7,386.30	7,756.92	8,144.94
0444	39.45	41.43	43.51	45.69	47.98	3,156.00	3,314.40	3,480.80	3,655.20	3,838.40	6,864.30	7,208.82	7,570.74	7,950.06	8,348.52
0445	40.44	42.47	44.60	46.83	49.18	3,235.20	3,397.60	3,568.00	3,746.40	3,934.40	7,036.56	7,389.78	7,760.40	8,148.42	8,557.32
0446	41.45	43.53	45.71	48.00	50.40	3,316.00	3,482.40	3,656.80	3,840.00	4,032.00	7,212.30	7,574.22	7,953.54	8,352.00	8,769.60
0447	42.49	44.62	46.86	49.21	51.68	3,399.20	3,569.60	3,748.80	3,936.80	4,134.40	7,393.26	7,763.88	8,153.64	8,562.54	8,992.32
0448	43.55	45.73	48.02	50.43	52.96	3,484.00	3,658.40	3,841.60	4,034.40	4,236.80	7,577.70	7,957.02	8,355.48	8,774.82	9,215.04
0449	44.64	46.88	49.23	51.70	54.29	3,571.20	3,750.40	3,938.40	4,136.00	4,343.20	7,767.36	8,157.12	8,566.02	8,995.80	9,446.46
0450	45.76	48.05	50.46	52.99	55.64	3,660.80	3,844.00	4,036.80	4,239.20	4,451.20	7,962.24	8,360.70	8,780.04	9,220.26	9,681.36
0451	46.90	49.25	51.72	54.31	57.03	3,752.00	3,940.00	4,137.60	4,344.80	4,562.40	8,160.60	8,569.50	8,999.28	9,449.94	9,923.22
0452	48.07	50.48	53.01	55.67	58.46	3,845.60	4,038.40	4,240.80	4,453.60	4,676.80	8,364.18	8,783.52	9,223.74	9,686.58	10,172.04
0453	49.27	51.74	54.33	57.05	59.91	3,941.60	4,139.20	4,346.40	4,564.00	4,792.80	8,572.98	9,002.76	9,453.42	9,926.70	10,424.34
0454	50.50	53.03	55.69	58.48	61.41	4,040.00	4,242.40	4,455.20	4,678.40	4,912.80	8,787.00	9,227.22	9,690.06	10,175.52	10,685.34
0455	51.76	54.35	57.07	59.93	62.93	4,140.80	4,348.00	4,565.60	4,794.40	5,034.40	9,006.24	9,456.90	9,930.18	10,427.82	10,949.82
0456	53.05	55.71	58.50	61.43	64.51	4,244.00	4,456.80	4,680.00	4,914.40	5,160.80	9,230.70	9,693.54	10,179.00	10,688.82	11,224.74
0457	54.38	57.10	59.96	62.96	66.11	4,350.40	4,568.00	4,796.80	5,036.80	5,288.80	9,462.12	9,935.40	10,433.04	10,955.04	11,503.14
0458	55.74	58.53	61.46	64.54	67.77	4,459.20	4,682.40	4,916.80	5,163.20	5,421.60	9,698.76	10,184.22	10,694.04	11,229.96	11,791.98
0459	57.13	59.99	62.99	66.14	69.45	4,570.40	4,799.20	5,039.20	5,291.20	5,556.00	9,940.62	10,438.26	10,960.26	11,508.36	12,084.30
0460	58.56	61.49	64.57	67.80	71.19	4,684.80	4,919.20	5,165.60	5,424.00	5,695.20	10,189.44	10,699.26	11,235.18	11,797.20	12,387.06

CITY OF MODESTO
CLASS RANGE TABLE
REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective **March 1, 2016**

RANGE	TITLE
407	Administrative Office Assistant II (Confidential)
411	Administrative Office Assistant III (Confidential)
412	Police Clerk II (Confidential)
415	Senior Administrative Office Assistant (Confidential)
416	**Legal Secretary I**
418	Systems Technician I
419	**Account Technician (Confidential)**
420	**Administrative Services Technician I (Confidential)** Executive Assistant **Legal Secretary II** Workers' Compensation Claims Assistant
421	Deputy City Clerk
422	Modesto Regional Fire Authority Information Technology Technician Office Supervisor **Senior Legal Secretary** Systems Technician II
423	Custodian Supervisor Workers' Compensation Claims Examiner I
424	**Administrative Services Technician II (Confidential)** Buyer **Employee Benefits Coordinator**
425	
426	Central Stores Supervisor Financial Analyst I Senior Systems Technician

RANGE	TITLE
427	Administrative Analyst I
	Parking Services Supervisor
	Technology Solutions Analyst I
428	Animal Control Supervisor
	Assistant Planner
	Human Resources Analyst I
	Workers' Compensation Claims Examiner II
429	Assistant City Clerk
	Parking Adjudication Program Coordinator
430	Financial Analyst II
	Senior Buyer
	Software Analyst I
	Systems Engineer I
431	Administrative Analyst II
	Events Coordinator
	Police Civilian Supervisor
	Technology Solutions Analyst II
432	**Associate Planner**
	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
	Recreation Supervisor
434	Customer Services Supervisor
	Financial Analyst III
	Parks Project Coordinator
	Recycling Program Coordinator
	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 Crime and Intelligence Analyst
438	Associate Land Surveyor
	Environmental Services Supervisor
	Integrated Waste Specialist
	Laboratory Supervisor
	Property Agent
	Public Safety Business Services Analyst
	Risk and Loss Control Coordinator
	Senior Community Development Program Specialist
	Senior Financial Analyst
	Senior Human Resources Analyst
	Senior Planner
	Senior Software Analyst
	Senior Systems Engineer
	Water Distribution and Production Supervisor
	Modesto Regional Fire Authority Finance Manager
439	Administrative Services Officer
	Associate Transportation Planner
	Senior Business Analyst
440	Associate Engineer
	Deputy Fire Marshal
	Public Information Coordinator
	Water Quality Control Operations Supervisor

RANGE	TITLE
441	Housing and Urban Development Manager
	Infrastructure Financing Program Administrator
	Police Civilian Manager
442	Centre Plaza Manager
	Construction Inspection Supervisor
	Customer Services Manager
	Environmental Regulatory Compliance Manager
	Parks Planning and Development Manager
	Principal Accountant
	Principal Information Technology Administrator
	Purchasing Manager
	Recreation Program Manager
	Wastewater Collections Manager
443	Associate Civil/Traffic Engineer
	Senior Transportation Planner
444	Building Inspection Program Coordinator
	Building Inspection Supervisor
445	Airport Manager
	Fleet Manager
	Streets Manager
446	**Principal Planner**
	Water Quality Control Plant Manager
447	Traffic Operations Engineer
	Water Systems Manager
448	Transit Manager
	Information Technology Manager
	Operations Manager
	Recreation and Neighborhoods Services Manager
	Solid Waste Program Manager

RANGE	TITLE
449	**Assistant Chief Building Official**
450	Business Center Manager Planning Manager Senior Civil Engineer
452	Parks Recreation & Neighborhoods Operations Manager Traffic Engineer
453	**Chief Building Official**
455	Engineering Division Manager
457	**City Engineer**

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0403	14.44	15.17	15.93	16.73	17.57	1,155.20	1,213.60	1,274.40	1,338.40	1,405.60	2,512.56	2,639.58	2,771.82	2,911.02	3,057.18
0404	14.80	15.54	16.32	17.14	18.00	1,184.00	1,243.20	1,305.60	1,371.20	1,440.00	2,575.20	2,703.96	2,839.68	2,982.36	3,132.00
0405	15.17	15.93	16.73	17.57	18.45	1,213.60	1,274.40	1,338.40	1,405.60	1,476.00	2,639.58	2,771.82	2,911.02	3,057.18	3,210.30
0406	15.55	16.33	17.15	18.01	18.92	1,244.00	1,306.40	1,372.00	1,440.80	1,513.60	2,705.70	2,841.42	2,984.10	3,133.74	3,292.08
0407	15.94	16.74	17.58	18.46	19.39	1,275.20	1,339.20	1,406.40	1,476.80	1,551.20	2,773.56	2,912.76	3,058.92	3,212.04	3,373.86
0408	16.34	17.16	18.02	18.93	19.88	1,307.20	1,372.80	1,441.60	1,514.40	1,590.40	2,843.16	2,985.84	3,135.48	3,293.82	3,459.12
0409	16.75	17.59	18.47	19.40	20.37	1,340.00	1,407.20	1,477.60	1,552.00	1,629.60	2,914.50	3,060.66	3,213.78	3,375.60	3,544.38
0410	17.17	18.03	18.94	19.89	20.89	1,373.60	1,442.40	1,515.20	1,591.20	1,671.20	2,987.58	3,137.22	3,295.56	3,460.86	3,634.86
0411	17.60	18.48	19.41	20.39	21.41	1,408.00	1,478.40	1,552.80	1,631.20	1,712.80	3,062.40	3,215.52	3,377.34	3,547.86	3,725.34
0412	18.04	18.95	19.90	20.90	21.95	1,443.20	1,516.00	1,592.00	1,672.00	1,756.00	3,138.96	3,297.30	3,462.60	3,636.60	3,819.30
0413	18.49	19.42	20.40	21.42	22.50	1,479.20	1,553.60	1,632.00	1,713.60	1,800.00	3,217.26	3,379.08	3,549.60	3,727.08	3,915.00
0414	18.95	19.90	20.90	21.95	23.05	1,516.00	1,592.00	1,672.00	1,756.00	1,844.00	3,297.30	3,462.60	3,636.60	3,819.30	4,010.70
0415	19.42	20.40	21.42	22.50	23.63	1,553.60	1,632.00	1,713.60	1,800.00	1,890.40	3,379.08	3,549.60	3,727.08	3,915.00	4,111.62
0416	19.91	20.91	21.96	23.06	24.22	1,592.80	1,672.80	1,756.80	1,844.80	1,937.60	3,464.34	3,638.34	3,821.04	4,012.44	4,214.28
0417	20.41	21.44	22.52	23.65	24.84	1,632.80	1,715.20	1,801.60	1,892.00	1,987.20	3,551.34	3,730.56	3,918.48	4,115.10	4,322.16
0418	20.92	21.97	23.07	24.23	25.45	1,673.60	1,757.60	1,845.60	1,938.40	2,036.00	3,640.08	3,822.78	4,014.18	4,216.02	4,428.30
0419	21.44	22.52	23.65	24.84	26.09	1,715.20	1,801.60	1,892.00	1,987.20	2,087.20	3,730.56	3,918.48	4,115.10	4,322.16	4,539.66
0420	21.98	23.08	24.24	25.46	26.74	1,758.40	1,846.40	1,939.20	2,036.80	2,139.20	3,824.52	4,015.92	4,217.76	4,430.04	4,652.76
0421	22.53	23.66	24.85	26.10	27.41	1,802.40	1,892.80	1,988.00	2,088.00	2,192.80	3,920.22	4,116.84	4,323.90	4,541.40	4,769.34
0422	23.09	24.25	25.47	26.75	28.09	1,847.20	1,940.00	2,037.60	2,140.00	2,247.20	4,017.66	4,219.50	4,431.78	4,654.50	4,887.66
0423	23.67	24.86	26.11	27.42	28.80	1,893.60	1,988.80	2,088.80	2,193.60	2,304.00	4,118.58	4,325.64	4,543.14	4,771.08	5,011.20
0424	24.26	25.48	26.76	28.10	29.51	1,940.80	2,038.40	2,140.80	2,248.00	2,360.80	4,221.24	4,433.52	4,656.24	4,889.40	5,134.74
0425	24.87	26.12	27.43	28.81	30.26	1,989.60	2,089.60	2,194.40	2,304.80	2,420.80	4,327.38	4,544.88	4,772.82	5,012.94	5,265.24
0426	25.49	26.77	28.11	29.52	31.00	2,039.20	2,141.60	2,248.80	2,361.60	2,480.00	4,435.26	4,657.98	4,891.14	5,136.48	5,394.00
0427	26.13	27.44	28.82	30.27	31.79	2,090.40	2,195.20	2,305.60	2,421.60	2,543.20	4,546.62	4,774.56	5,014.68	5,266.98	5,531.46
0428	26.78	28.12	29.53	31.01	32.57	2,142.40	2,249.60	2,362.40	2,480.80	2,605.60	4,659.72	4,892.88	5,138.22	5,395.74	5,667.18
0429	27.45	28.83	30.28	31.80	33.39	2,196.00	2,306.40	2,422.40	2,544.00	2,671.20	4,776.30	5,016.42	5,268.72	5,533.20	5,809.86
0430	28.14	29.55	31.03	32.59	34.22	2,251.20	2,364.00	2,482.40	2,607.20	2,737.60	4,896.36	5,141.70	5,399.22	5,670.66	5,954.28
0431	28.84	30.29	31.81	33.41	35.09	2,307.20	2,423.20	2,544.80	2,672.80	2,807.20	5,018.16	5,270.46	5,534.94	5,813.34	6,105.66
0432	29.56	31.04	32.60	34.23	35.95	2,364.80	2,483.20	2,608.00	2,738.40	2,876.00	5,143.44	5,400.96	5,672.40	5,956.02	6,255.30
0433	30.30	31.82	33.42	35.10	36.86	2,424.00	2,545.60	2,673.60	2,808.00	2,948.80	5,272.20	5,536.68	5,815.08	6,107.40	6,413.64
0434	31.06	32.62	34.26	35.98	37.78	2,484.80	2,609.60	2,740.80	2,878.40	3,022.40	5,404.44	5,675.88	5,961.24	6,260.52	6,573.72
0435	31.84	33.44	35.12	36.88	38.73	2,547.20	2,675.20	2,809.60	2,950.40	3,098.40	5,540.16	5,818.56	6,110.88	6,417.12	6,739.02
0436	32.64	34.28	36.00	37.80	39.69	2,611.20	2,742.40	2,880.00	3,024.00	3,175.20	5,679.36	5,964.72	6,264.00	6,577.20	6,906.06

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0437	33.46	35.14	36.90	38.75	40.69	2,676.80	2,811.20	2,952.00	3,100.00	3,255.20	5,822.04	6,114.36	6,420.60	6,742.50	7,080.06
0438	34.30	36.02	37.83	39.73	41.72	2,744.00	2,881.60	3,026.40	3,178.40	3,337.60	5,968.20	6,267.48	6,582.42	6,913.02	7,259.28
0439	35.16	36.92	38.77	40.71	42.75	2,812.80	2,953.60	3,101.60	3,256.80	3,420.00	6,117.84	6,424.08	6,745.98	7,083.54	7,438.50
0440	36.04	37.85	39.75	41.74	43.83	2,883.20	3,028.00	3,180.00	3,339.20	3,506.40	6,270.96	6,585.90	6,916.50	7,262.76	7,626.42
0441	36.94	38.79	40.73	42.77	44.91	2,955.20	3,103.20	3,258.40	3,421.60	3,592.80	6,427.56	6,749.46	7,087.02	7,441.98	7,814.34
0442	37.86	39.76	41.75	43.84	46.04	3,028.80	3,180.80	3,340.00	3,507.20	3,683.20	6,587.64	6,918.24	7,264.50	7,628.16	8,010.96
0443	38.81	40.76	42.80	44.94	47.19	3,104.80	3,260.80	3,424.00	3,595.20	3,775.20	6,752.94	7,092.24	7,447.20	7,819.56	8,211.06
0444	39.78	41.77	43.86	46.06	48.37	3,182.40	3,341.60	3,508.80	3,684.80	3,869.60	6,921.72	7,267.98	7,631.64	8,014.44	8,416.38
0445	40.77	42.81	44.96	47.21	49.58	3,261.60	3,424.80	3,596.80	3,776.80	3,966.40	7,093.98	7,448.94	7,823.04	8,214.54	8,626.92
0446	41.79	43.88	46.08	48.39	50.81	3,343.20	3,510.40	3,686.40	3,871.20	4,064.80	7,271.46	7,635.12	8,017.92	8,419.86	8,840.94
0447	42.83	44.98	47.23	49.60	52.08	3,426.40	3,598.40	3,778.40	3,968.00	4,166.40	7,452.42	7,826.52	8,218.02	8,630.40	9,061.92
0448	43.90	46.10	48.41	50.84	53.39	3,512.00	3,688.00	3,872.80	4,067.20	4,271.20	7,638.60	8,021.40	8,423.34	8,846.16	9,289.86
0449	45.00	47.25	49.62	52.11	54.72	3,600.00	3,780.00	3,969.60	4,168.80	4,377.60	7,830.00	8,221.50	8,633.88	9,067.14	9,521.28
0450	46.13	48.44	50.87	53.42	56.10	3,690.40	3,875.20	4,069.60	4,273.60	4,488.00	8,026.62	8,428.56	8,851.38	9,295.08	9,761.40
0451	47.28	49.65	52.14	54.75	57.49	3,782.40	3,972.00	4,171.20	4,380.00	4,599.20	8,226.72	8,639.10	9,072.36	9,526.50	10,003.26
0452	48.46	50.89	53.44	56.12	58.93	3,876.80	4,071.20	4,275.20	4,489.60	4,714.40	8,432.04	8,854.86	9,298.56	9,764.88	10,253.82
0453	49.67	52.16	54.77	57.51	60.39	3,973.60	4,172.80	4,381.60	4,600.80	4,831.20	8,642.58	9,075.84	9,529.98	10,006.74	10,507.86
0454	50.91	53.46	56.14	58.95	61.90	4,072.80	4,276.80	4,491.20	4,716.00	4,952.00	8,858.34	9,302.04	9,768.36	10,257.30	10,770.60
0455	52.18	54.79	57.53	60.41	63.44	4,174.40	4,383.20	4,602.40	4,832.80	5,075.20	9,079.32	9,533.46	10,010.22	10,511.34	11,038.56
0456	53.48	56.16	58.97	61.92	65.02	4,278.40	4,492.80	4,717.60	4,953.60	5,201.60	9,305.52	9,771.84	10,260.78	10,774.08	11,313.48
0457	54.82	57.57	60.45	63.48	66.66	4,385.60	4,605.60	4,836.00	5,078.40	5,332.80	9,538.68	10,017.18	10,518.30	11,045.52	11,598.84
0458	56.19	59.00	61.95	65.05	68.31	4,495.20	4,720.00	4,956.00	5,204.00	5,464.80	9,777.06	10,266.00	10,779.30	11,318.70	11,885.94
0459	57.59	60.47	63.50	66.68	70.02	4,607.20	4,837.60	5,080.00	5,334.40	5,601.60	10,020.66	10,521.78	11,049.00	11,602.32	12,183.48
0460	59.03	61.99	65.09	68.35	71.77	4,722.40	4,959.20	5,207.20	5,468.00	5,741.60	10,271.22	10,786.26	11,325.66	11,892.90	12,487.98

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-518

Print

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND THE MODESTO POLICE NON-SWORN ASSOCIATION (MPNSA) FOR A TERM OF JULY 1, 2014 TO MARCH 23, 2016; AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES AND CITY MANAGER OR 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 Non-Sworn Association (MPNSA) expired on September 10, 2012, and

WHEREAS, representatives of the CITY and the MPNSA 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 MPNSA 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 substantive changes to the MOU provide as follows:

Article 1. TERM. The term of the MOU shall be from July 1, 2014 to March 23, 2016.

Article 5. SALARY. Amend to include 2.0% salary increase effective the first pay period following ratification of this MOU by MPNSA and adoption by the City Council. Effective as of the first day of the pay period including March 1, 2016, employees will receive an additional 1.0% salary increase. 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 set forth in **Exhibits** A through D **attached** hereto.

Article 24. VACATION. Amend language to reflect accrual of vacation leave hours in tenths of an hour and allow adjustment as necessary at the end of June in each year to ensure accruals are consistent with the annual accrual rates provided in the MOU. Amend language to add all employees in the MPNSA bargaining unit shall be credited with twenty-four (24) 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. Amend language to include vacation bidding process based on seniority for Police Department employees.

Article 25. HOLIDAY. Amend language to add "Additional Holiday" for FY 2014/2015 on December 24, 26 and January 2 and to include 3 additional holidays for FY2015/2016 to be utilized on a date to be determined. Employees scheduled to work during either of these holiday closure periods will be granted equivalent holiday leave hours that must be used during the fiscal year for which the leave was allotted.

Article 26. SICK LEAVE. Amend language regarding Kin Care to encourage employees to provide as much advance notice as reasonably possible to the City of the planned absence.

Article 22. CATASTROPHIC LEAVE. Removal of article due to cessation of program.

Article 24. LEAVES OF ABSENCE. Language addition to reflect request for leaves to be in writing.

Article 23. UNIFORM ALLOWANCE. Amend language to increase each tier of Police Department employees by $3 per month and Fire Department employees by $15 per month.

Article 33. RETIREE MEDICAL. Amend language to include the following provisions: 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.

Employees hired on or before December 31, 2010 and who retire from the City prior to 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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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.

For Employees hired on or before December 31, 2010 who retire from the City after December 31, 2014, 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 to purchase medical insurance. For each eight 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 $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.

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) account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

For all MPNSA 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. 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.

Article 37. PROBATION. Amend language to extend probation when employee is not performing the essential functions of the job for a cumulative total of 80 hours; all hours in excess of 80 shall extend probation on an hour for hour basis.

Article 41. GRIEVANCE PROCEDURE. Amend language regarding Time Limitations and Notification to add language regarding a lack of response from the

employee and/or their representative within 90 days of notification of any step in the grievance process will result in a dismissal of the grievance.

CHANGES AND REMAINING PROVISIONS. Other changes and remaining provisions of the June 19, 2012 through September 23, 2013 MOU between the CITY and MPNSA shall continue in the new MOU. The exact language of all provisions shall be set forth in the MOU between the CITY and MPNSA.

WHEREAS, the Council considered this matter at its meeting of December 2, 2014,

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 Non-Sworn Association, which covers a term from September 24, 2013 through March 23, 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 2nd day of December, 2014, 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

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) <u>Squad and Shift Bidding for Patrol:</u>

(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.

(I) 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.

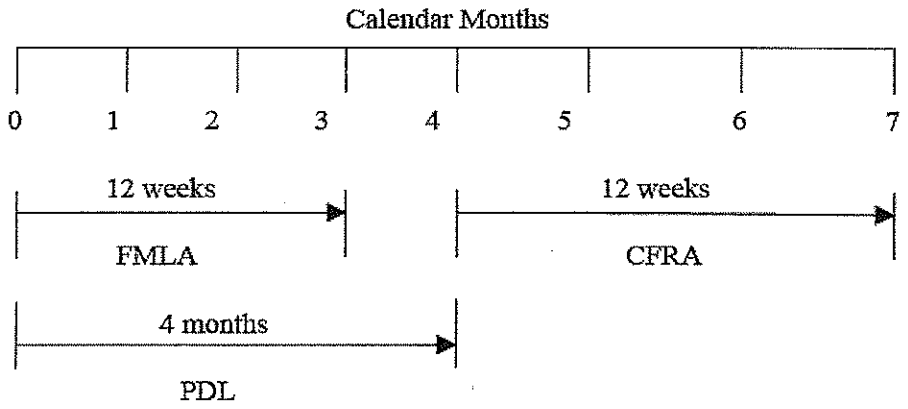
(9) Confidential Medical Information. The City's healthcare provider shall not disclose to the City any confidential medical information and shall only:

(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.

California Pregnancy Leave Integrated With The FMLA
CFRA runs concurrently with FMLA, except in the case 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

EXHIBIT 4

CITY OF MODESTO

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).

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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

PUBLIC SAFETY NON-SWORN CLASSES (MPNSA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
1101	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
1102	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
1103	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
1104	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
1105	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
1106	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
1107	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
1108	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
1109	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
1110	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
1111	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
1112	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
1113	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
1114	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
1115	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
1116	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
1117	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
1118	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
1119	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
1120	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
1121	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
1122	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
1123	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
1124	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
1125	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
1126	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
1127	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
1128	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
1129	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
1130	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
1131	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
1132	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
1133	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
1134	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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

PUBLIC SAFETY NON-SWORN CLASSES (MPNSA)

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
1135	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
1136	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
1137	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
1138	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
1139	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
1140	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
1141	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
1142	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
1143	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
1144	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
1145	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
1146	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
1147	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
1148	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
1149	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
1150	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

CITY OF MODESTO
CLASS RANGE TABLE
PUBLIC SAFETY NON-SWORN CLASSES
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 Police Community Service Officer I
1116	**Police Evidence and Property Technician II**
1119	Police Animal Control Officer II Police Community Service 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**

EXHIBIT B

CITY OF MODESTO
CLASS RANGE TABLE
PUBLIC SAFETY NON-SWORN CLASSES
Effective March 1, 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 Police Community Service Officer I
1117	**Police Evidence and Property Technician II**
1119	Police Animal Control Officer II Police Community Service 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**

EXHIBIT C

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

PUBLIC SAFETY NON-SWORN CLASSES (MPNSA)

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
1101	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
1102	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
1103	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
1104	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
1105	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
1106	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
1107	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
1108	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
1109	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
1110	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
1111	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
1112	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
1113	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
1114	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
1115	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
1116	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
1117	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
1118	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
1119	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
1120	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
1121	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
1122	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
1123	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
1124	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
1125	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
1126	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
1127	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
1128	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
1129	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
1130	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
1131	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
1132	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
1133	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
1134	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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

PUBLIC SAFETY NON-SWORN CLASSES (MPNSA)

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
1135	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
1136	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
1137	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
1138	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
1139	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
1140	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
1141	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
1142	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
1143	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
1144	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
1145	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
1146	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
1147	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
1148	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
1149	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
1150	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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-519

Print

RESOLUTION APPROVING SALARY AND BENEFIT CHANGES TO UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES, INCLUDING CHARTER OFFICERS AND EXECUTIVES; AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES AND CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE CHANGES EFFECTIVE DECEMBER 2, 2014 AND RESCINDING RESOLUTION NO. 2014-387

WHEREAS, by Resolution No. 2013-80 which became effective on February 26, 2013, the City Council established new salary schedules and class ranges for unrepresented Management and Confidential employees, and

WHEREAS, by Resolution 2014-387, which became effective September 23, 2014, the City increased the City's contribution to health, dental and vision benefits for unrepresented Management and Confidential employees, and

WHEREAS, the City has historically implemented terms and conditions of employment for Unrepresented Management and Confidential consistent with the terms and condition of employment covering employees in the Modesto Management and Confidential Association (MCMA) bargaining unit, and

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

VACATION. Accrual of vacation leave hours in tenths of an hour and allow adjustment as necessary at the end of June in each year. All unrepresented employees shall be credited with thirty-two (32) hours of special leave for used during FY214/2015. 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.

PROBATION. Extend probation for the length of time the probationary employee is on any leave of absence or unable to perform full range of duties due to injury or illness.

HOLIDAY. Unrepresented employees shall receive additional paid days off for FY 2014/2015 on December 24, 26 and January 2 and 3 additional paid days off for FY2015/2016 to be utilized on a date to be determined. Employees scheduled to work during either of these holiday closure periods will be granted equivalent holiday leave hours that must be used during the fiscal year for which the leave was allotted.

SECTION 1. 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:

City Contribution (monthly)
Sworn and Non-Sworn

	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 2. 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	January 1, 2008	$94.00 (Per Reso. No. 2005-602)
Sworn Fire Management	July 1, 2007	$85.00

SECTION 3. 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 4. 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 5. 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 6. 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 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 7. MANAGEMENT LEAVE ANNUAL CASHOUT. The maximum number of hours available for cash out each December shall be 40 hours annually for Management employees.

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 8. 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 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. 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.

Initial Probation: It is understood that the probationary period will normally last for one year from the date of appointment, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1680 hours. In the event that an employee works less than 1680 hours in the first twelve

months of employment, then the employee's probation shall be extended until he/she has worked 1680 hours.

Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for one year from the date of promotion, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1560 hours. In the event that an employee works less than 1560 hours during the twelve months following his/her promotion, then the employee's probation shall be extended until he/she has worked 1560 hours.

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 11. DEFERRED COMPENSATION SERVICE DATES. 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 12. DOMESTIC PARTNERS. Benefits applicable to spouses shall be extended to registered domestic partners, as required by law.

SECTION 13. 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 14. 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 15. HAZARDOUS MATERIALS CERTIFICATION PAY. Effective July 1, 2003, one (1) Fire Department Battalion Chief or Division Chief shall be authorized five (5%) percent 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 16. MASTERS DEGREE INCENTIVE PAY. Effective June 29, 2004, employees who possess a Masters 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 17. 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 18. 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 19. 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 20. 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 21. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION PAY. Effective July 1, 1990, sworn Fire Management employees in the classifications of Fire Battalion Chief and Fire Division Chief who are certified as Medical First Responders, shall receive a monthly allowance equivalent to two and one-half percent (2.5%) of the base salary for their classification. Employees 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. The EMT-I allowance shall be in lieu of the Medical First Responder allowance.

SECTION 22. MUTUAL AID ASSIGNMENT. Per Resolution 2001-485, effective September 25, 2001, 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 $1000 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 $1200 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 23. 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 24. 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. 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 25. 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 26. RETIREE HEALTH INSURANCE. 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.

Employees hired on or before December 31, 2010 and who retire from the City prior to 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 accrued up to October 22, 2012, up to twenty-two hundred (2,200) hours, 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 (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 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.

For Employees hired on or before December 31, 2010 who retire from the City after December 31, 2014, 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 to purchase medical insurance. For each eight 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 $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.

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) account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

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. 2014-387 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

Amended for Clerical Error

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-520

A RESOLUTION GRANTING SALARY CHANGES TO NON-SWORN UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES, INCLUDING CHARTER OFFICERS AND EXECUTIVES, EFFECTIVE DECEMBER 2, 2014, AND RESCINDING RESOLUTION NO. 2013-80

WHEREAS, by Resolution No. 2013-80 which became effective on February 26, 2013, the City Council amended the salary schedules for unrepresented Management and Confidential employees including Charter Officers and Executives, and

WHEREAS, the Council of the City of Modesto desires to approve a two (2.0%) percent across-the-board salary increase for non-sworn unrepresented Management and Confidential employees, including 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;

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

SECTION 1. SALARY RANGES, RATES AND EFFECTIVE DATES. The salary rates, salary ranges and salary steps as set forth in the following **exhibits** which are **attached** hereto and made a part hereof provide for a two (2.0%) percent across-the-board salary adjustment for non-sworn unrepresented Management and Confidential employees effective December 2, 2014. For non-sworn Executive Management and Charter Officers, salary ranges shall be increased by two (2.0%) percent effective December 2, 2014, followed by an additional one (1%) percent increase effective March

exhibits D thru F

AMENDED on 9-8-2015 By Resolution 2015-334

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.

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 December 2, 2014" which includes Charter Officers.

5. **Exhibit** "E" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 14/15, Effective December 2, 2014 - 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	96.70	7,735.68	16,825.10
City Attorney Contract	77.97	6,237.50	13,566.57
City Clerk Stephanie Lopez	47.71	3,816.43	8,300.74

Charter Officers shall be as follows effective the pay period that includes March 1, 2016:

TITLE	HOURLY	BI-WEEKLY	MONTHLY
City Manager Jim Holgersson	97.66	7,813.04	16,993.36
City Attorney Contract	78.75	6,299.88	13,702.24

City Clerk Stephanie Lopez	48.18	3,854.60	8,383.75

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. 2013-80 is hereby rescinded effective December 2, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

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.

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 December 2, 2014" which includes Charter Officers.

5. **Exhibit** "E" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 14/15, Effective December 2, 2014 - 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."

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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.

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Management – 112 Hrs. – Battalion Chief.

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City Attorney Contract	77.97	6,237.50	13,566.57
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Charter Officers shall be as follows effective the pay period that includes March 1, 2016:

TITLE	HOURLY	BI-WEEKLY	MONTHLY
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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. 2012-369 is hereby rescinded effective December 2, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

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

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 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
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

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
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 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
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

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
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 **December 2, 2014**

RANGE	TITLE
1414	City Auditor City Clerk
1422	Chief Information Officer Director of Community and Economic Development **Director of Finance** Director of Parks, Recreation and Neighborhoods Director of Public Works Director of Utility Planning and Projects
1425	Director of Administrative Services
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 December 2, 2014

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
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
	Director of Community and Economic Development	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		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		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	Director of Utilities	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 December 2, 2014

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 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	Director of Human Resources	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
		57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1421	Chief Information Officer	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1422	Director of Community and Economic Development	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		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		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	Director of Utilities	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
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

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 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 14/15

Effective December 2, 2014

SCHEDULE - Y

FIRE MANAGEMENT - 112 HRS

BATTALION CHIEF 2.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
825	42.03	43.08	44.16	45.26	46.39	47.55	48.74	49.96	51.21
826	43.08	44.16	45.26	46.39	47.55	48.74	49.96	51.21	52.49
827	44.16	45.26	46.39	47.55	48.74	49.96	51.21	52.49	53.80
828	45.26	46.39	47.55	48.74	49.96	51.21	52.49	53.80	55.15
B-WEEKLY									
	1	2	3	4	5	6	7	8	9
825	4,707.36	4,824.96	4,945.92	5,069.12	5,195.68	5,325.60	5,458.88	5,595.52	5,735.52
826	4,824.96	4,945.92	5,069.12	5,195.68	5,325.60	5,458.88	5,595.52	5,735.52	5,878.88
827	4,945.92	5,069.12	5,195.68	5,325.60	5,458.88	5,595.52	5,735.52	5,878.88	6,025.60
828	5,069.12	5,195.68	5,325.60	5,458.88	5,595.52	5,735.52	5,878.88	6,025.60	6,176.80
MONTHLY									
	1	2	3	4	5	6	7	8	9
825	10,238.51	10,494.29	10,757.38	11,025.34	11,300.60	11,583.18	11,873.06	12,170.26	12,474.76
826	10,494.29	10,757.38	11,025.34	11,300.60	11,583.18	11,873.06	12,170.26	12,474.76	12,786.56
827	10,757.38	11,025.34	11,300.60	11,583.18	11,873.06	12,170.26	12,474.76	12,786.56	13,105.68
828	11,025.34	11,300.60	11,583.18	11,873.06	12,170.26	12,474.76	12,786.56	13,105.68	13,434.54

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

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									
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 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									
825	42.46	43.52	44.61	45.73	46.87	48.04	49.24	50.47	51.73
826	43.52	44.61	45.73	46.87	48.04	49.24	50.47	51.73	53.02
827	44.61	45.73	46.87	48.04	49.24	50.47	51.73	53.02	54.35
828	45.73	46.87	48.04	49.24	50.47	51.73	53.02	54.35	55.71
B-WEEKLY									
	1	2	3	4	5	6	7	8	9
825	4,755.52	4,874.24	4,996.32	5,121.76	5,249.44	5,380.48	5,514.88	5,652.64	5,793.76
826	4,874.24	4,996.32	5,121.76	5,249.44	5,380.48	5,514.88	5,652.64	5,793.76	5,938.24
827	4,996.32	5,121.76	5,249.44	5,380.48	5,514.88	5,652.64	5,793.76	5,938.24	6,087.20
828	5,121.76	5,249.44	5,380.48	5,514.88	5,652.64	5,793.76	5,938.24	6,087.20	6,239.52
MONTHLY									
	1	2	3	4	5	6	7	8	9
825	10,343.26	10,601.47	10,867.00	11,139.83	11,417.53	11,702.54	11,994.86	12,294.49	12,601.43
826	10,601.47	10,867.00	11,139.83	11,417.53	11,702.54	11,994.86	12,294.49	12,601.43	12,915.67
827	10,867.00	11,139.83	11,417.53	11,702.54	11,994.86	12,294.49	12,601.43	12,915.67	13,239.66
828	11,139.83	11,417.53	11,702.54	11,994.86	12,294.49	12,601.43	12,915.67	13,239.66	13,570.96

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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

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

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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

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 O ESTO
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

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

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

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-521

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, 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:

For Unrepresented Sworn Fire employees, as of December 2, 2014, the City of Modesto elects to pay four percent (4%) 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.

For Unrepresented Sworn Fire employees, as of January 1, 2016, the City of Modesto elects to pay an additional two and one half percent (2.5%) of the normal member contributions of nine percent (9%) for a total of six and one half percent (6.5%). 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 December 2, 2014.

BE IT FURTHER RESOLVED that effective December 2, 2014 Resolution No. 2012-373 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 2nd day of December, 2014, 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. 2014-522

RESOLUTION APPROVING THE RETITLING OF CLASS RANGE TABLE AND SALARY SCHEDULE FOR SWORN EXECUTIVE MANAGEMENT TO SWORN POLICE EXECUTIVE MANAGEMENT AS SET FORTH IN EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO EFFECTIVE DECEMBER 2, 2014

WHEREAS, on July 1, 2014, the City Council adopted Resolution No. 2014-228 approving a new Class Range Table and Salary Schedule for Sworn Executive Management effective July 1, 2014, and

WHEREAS, Council desires to establish a separate Class Range Table and Salary Schedule for Sworn Police Executive Management and Sworn Fire Executive Management,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the Class Range Table and Salary Schedule for Sworn Executive Management, entitled "City of Modesto Class Range Table, Sworn Executive Management, be retitled to Sworn Police Executive Management, Effective December 2, 2014" and "Schedule of Salary Ranges in City Service for FY 14/15, City of Modesto Class Range Table, Sworn Police Executive Management", which are **attached** hereto as **Exhibit** "A" , **Exhibit** "B", made a part hereof as though set forth in full herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CITY OF MODESTO
CLASS RANGE TABLE
SWORN **POLICE** EXECUTIVE MANAGEMENT
Effective **December 2, 2014**

RANGE	TITLE
1531	Chief of Police

EXHIBIT A

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

Sworn Police Executive Management

		HOURLY		Bi-weekly		Monthly	
1505		36.89	46.12	2,951.20	3,689.60	6,418.86	8,024.88
1506		37.82	47.27	3,025.60	3,781.60	6,580.68	8,224.98
1507		38.76	48.45	3,100.80	3,876.00	6,744.24	8,430.30
1508		39.73	49.67	3,178.40	3,973.60	6,913.02	8,642.58
1509		40.72	50.91	3,257.60	4,072.80	7,085.28	8,858.34
1510		41.74	52.18	3,339.20	4,174.40	7,262.76	9,079.32
1511		42.79	53.48	3,423.20	4,278.40	7,445.46	9,305.52
1512		43.86	54.82	3,508.80	4,385.60	7,631.64	9,538.68
1513		44.95	56.19	3,596.00	4,495.20	7,821.30	9,777.06
1514		46.08	57.60	3,686.40	4,608.00	8,017.92	10,022.40
1515		47.23	59.04	3,778.40	4,723.20	8,218.02	10,272.96
1516		48.41	60.51	3,872.80	4,840.80	8,423.34	10,528.74
1517		49.62	62.02	3,969.60	4,961.60	8,633.88	10,791.48
1518		50.86	63.57	4,068.80	5,085.60	8,849.64	11,061.18
1519		52.13	65.16	4,170.40	5,212.80	9,070.62	11,337.84
1520		53.43	66.79	4,274.40	5,343.20	9,296.82	11,621.46
1521		54.77	68.46	4,381.60	5,476.80	9,529.98	11,912.04
1522		56.14	70.17	4,491.20	5,613.60	9,768.36	12,209.58
1523		57.54	71.93	4,603.20	5,754.40	10,011.96	12,515.82
1524		58.98	73.73	4,718.40	5,898.40	10,262.52	12,829.02
1525		60.46	75.57	4,836.80	6,045.60	10,520.04	13,149.18
1526		61.97	77.46	4,957.60	6,196.80	10,782.78	13,478.04
1527		63.52	79.39	5,081.60	6,351.20	11,052.48	13,813.86
1528		65.10	81.38	5,208.00	6,510.40	11,327.40	14,160.12
1529		66.73	83.41	5,338.40	6,672.80	11,611.02	14,513.34
1530		68.40	85.50	5,472.00	6,840.00	11,901.60	14,877.00
1531	Chief of Police	70.11	87.64	5,608.80	7,011.20	12,199.14	15,249.36
1532		71.86	89.83	5,748.80	7,186.40	12,503.64	15,630.42
1533		73.66	92.07	5,892.80	7,365.60	12,816.84	16,020.18
1534		75.50	94.37	6,040.00	7,549.60	13,137.00	16,420.38
1535		77.39	96.73	6,191.20	7,738.40	13,465.86	16,831.02
1536		79.32	99.15	6,345.60	7,932.00	13,801.68	17,252.10
1537		81.31	101.63	6,504.80	8,130.40	14,147.94	17,683.62
1538		83.34	104.17	6,667.20	8,333.60	14,501.16	18,125.58
1539		85.42	106.78	6,833.60	8,542.40	14,863.08	18,579.72
1540		87.56	109.44	7,004.80	8,755.20	15,235.44	19,042.56
1541		89.75	112.18	7,180.00	8,974.40	15,616.50	19,519.32

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE December 2, 2014

Sworn Police Executive Management

	HOURLY		Bi-weekly		Monthly	
1505	36.89	46.12	2,951.20	3,689.60	6,418.86	8,024.88
1506	37.82	47.27	3,025.60	3,781.60	6,580.68	8,224.98
1507	38.76	48.45	3,100.80	3,876.00	6,744.24	8,430.30
1508	39.73	49.67	3,178.40	3,973.60	6,913.02	8,642.58
1509	40.72	50.91	3,257.60	4,072.80	7,085.28	8,858.34
1510	41.74	52.18	3,339.20	4,174.40	7,262.76	9,079.32
1511	42.79	53.48	3,423.20	4,278.40	7,445.46	9,305.52
1512	43.86	54.82	3,508.80	4,385.60	7,631.64	9,538.68
1513	44.95	56.19	3,596.00	4,495.20	7,821.30	9,777.06
1514	46.08	57.60	3,686.40	4,608.00	8,017.92	10,022.40
1515	47.23	59.04	3,778.40	4,723.20	8,218.02	10,272.96
1516	48.41	60.51	3,872.80	4,840.80	8,423.34	10,528.74
1517	49.62	62.02	3,969.60	4,961.60	8,633.88	10,791.48
1518	50.86	63.57	4,068.80	5,085.60	8,849.64	11,061.18
1519	52.13	65.16	4,170.40	5,212.80	9,070.62	11,337.84
1520	53.43	66.79	4,274.40	5,343.20	9,296.82	11,621.46
1521	54.77	68.46	4,381.60	5,476.80	9,529.98	11,912.04
1522	56.14	70.17	4,491.20	5,613.60	9,768.36	12,209.58
1523	57.54	71.93	4,603.20	5,754.40	10,011.96	12,515.82
1524	58.98	73.73	4,718.40	5,898.40	10,262.52	12,829.02
1525	60.46	75.57	4,836.80	6,045.60	10,520.04	13,149.18
1526	61.97	77.46	4,957.60	6,196.80	10,782.78	13,478.04
1527	63.52	79.39	5,081.60	6,351.20	11,052.48	13,813.86
1528	65.10	81.38	5,208.00	6,510.40	11,327.40	14,160.12
1529	66.73	83.41	5,338.40	6,672.80	11,611.02	14,513.34
1530	68.40	85.50	5,472.00	6,840.00	11,901.60	14,877.00
1531 *	70.11	87.64	5,608.80	7,011.20	12,199.14	15,249.36
1532	71.86	89.83	5,748.80	7,186.40	12,503.64	15,630.42
1533	73.66	92.07	5,892.80	7,365.60	12,816.84	16,020.18
1534	75.50	94.37	6,040.00	7,549.60	13,137.00	16,420.38
1535	77.39	96.73	6,191.20	7,738.40	13,465.86	16,831.02
1536	79.32	99.15	6,345.60	7,932.00	13,801.68	17,252.10
1537	81.31	101.63	6,504.80	8,130.40	14,147.94	17,683.62
1538	83.34	104.17	6,667.20	8,333.60	14,501.16	18,125.58
1539	85.42	106.78	6,833.60	8,542.40	14,863.08	18,579.72
1540	87.56	109.44	7,004.80	8,755.20	15,235.44	19,042.56
1541	89.75	112.18	7,180.00	8,974.40	15,616.50	19,519.32

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-523

RESOLUTION APPROVING ESTABLISHING THE CLASS RANGE TABLE AND SALARY SCHEDULE FOR SWORN FIRE EXECUTIVE MANAGEMENT AS SET FORTH IN EXHIBIT "C" AND EXHIBIT "D" ATTACHED HERETO EFFECTIVE DECEMBER 2, 2014

WHEREAS, on July 1, 2014, the City Council adopted Resolution No. 2014-228 approving a new Class Range Table and Salary Schedule for Sworn Executive Management effective July 1, 2014, and

WHEREAS, Council desires to establish a separate Class Range Table and Salary Schedule for Sworn Police Executive Management and Sworn Fire Executive Management,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves to create the Class Range Table and Salary Schedule for Sworn Fire Executive Management, entitled "City of Modesto Class Range Table, Sworn Fire Executive Management, Effective December 2, 2014" and "Schedule of Salary Ranges in City Service for FY 14/15, Sworn Fire Executive Management, Effective December 2, 2014" and "Salary Schedule of Salary Ranges in City Service for FY 15/16, Sworn Fire Executive Management, Effective March 1, 2016" which are **attached** hereto as **Exhibits** "C" through "E" made a part hereof as though set forth in full herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

CITY OF MODESTO
CLASS RANGE TABLE
SWORN **FIRE** EXECUTIVE MANAGEMENT
Effective **December 2, 2014**

RANGE	TITLE
1727	Fire Chief

EXHIBIT C

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

Sworn Fire Executive Management 2.00%

Range		HOURLY		Bi-weekly		Monthly	
1705		37.63	47.04	3,010.40	3,763.20	6,547.62	8,184.96
1706		38.57	48.22	3,085.60	3,857.60	6,711.18	8,390.28
1707		39.53	49.43	3,162.40	3,954.40	6,878.22	8,600.82
1708		40.52	50.67	3,241.60	4,053.60	7,050.48	8,816.58
1709		41.53	51.94	3,322.40	4,155.20	7,226.22	9,037.56
1710		42.57	53.24	3,405.60	4,259.20	7,407.18	9,263.76
1711		43.63	54.57	3,490.40	4,365.60	7,591.62	9,495.18
1712		44.72	55.93	3,577.60	4,474.40	7,781.28	9,731.82
1713		45.84	57.33	3,667.20	4,586.40	7,976.16	9,975.42
1714		46.99	58.76	3,759.20	4,700.80	8,176.26	10,224.24
1715		48.16	60.23	3,852.80	4,818.40	8,379.84	10,480.02
1716		49.36	61.74	3,948.80	4,939.20	8,588.64	10,742.76
1717		50.59	63.28	4,047.20	5,062.40	8,802.66	11,010.72
1718		51.85	64.86	4,148.00	5,188.80	9,021.90	11,285.64
1719		53.15	66.48	4,252.00	5,318.40	9,248.10	11,567.52
1720		54.48	68.14	4,358.40	5,451.20	9,479.52	11,856.36
1721		55.84	69.84	4,467.20	5,587.20	9,716.16	12,152.16
1722		57.24	71.59	4,579.20	5,727.20	9,959.76	12,456.66
1723		58.67	73.38	4,693.60	5,870.40	10,208.58	12,768.12
1724		60.14	75.21	4,811.20	6,016.80	10,464.36	13,086.54
1725		61.64	77.09	4,931.20	6,167.20	10,725.36	13,413.66
1726		63.18	79.02	5,054.40	6,321.60	10,993.32	13,749.48
1727	Fire Chief	64.76	81.00	5,180.80	6,480.00	11,268.24	14,094.00
1728		66.38	83.03	5,310.40	6,642.40	11,550.12	14,447.22
1729		68.04	85.11	5,443.20	6,808.80	11,838.96	14,809.14
1730		69.74	87.24	5,579.20	6,979.20	12,134.76	15,179.76
1731		71.48	89.42	5,718.40	7,153.60	12,437.52	15,559.08
1732		73.27	91.66	5,861.60	7,332.80	12,748.98	15,948.84
1733		75.10	93.95	6,008.00	7,516.00	13,067.40	16,347.30
1734		76.98	96.30	6,158.40	7,704.00	13,394.52	16,756.20
1735		78.90	98.71	6,312.00	7,896.80	13,728.60	17,175.54
1736		80.87	101.18	6,469.60	8,094.40	14,071.38	17,605.32
1737		82.89	103.71	6,631.20	8,296.80	14,422.86	18,045.54
1738		84.96	106.30	6,796.80	8,504.00	14,783.04	18,496.20
1739		87.08	108.96	6,966.40	8,716.80	15,151.92	18,959.04
1740		89.26	111.68	7,140.80	8,934.40	15,531.24	19,432.32
1741		91.49	114.47	7,319.20	9,157.60	15,919.26	19,917.78

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE December 2, 2014

Sworn Fire Executive Management 2.00%

	HOURLY		Bi-weekly		Monthly	
1705	37.63	47.04	3,010.40	3,763.20	6,547.62	8,184.96
1706	38.57	48.22	3,085.60	3,857.60	6,711.18	8,390.28
1707	39.53	49.43	3,162.40	3,954.40	6,878.22	8,600.82
1708	40.52	50.67	3,241.60	4,053.60	7,050.48	8,816.58
1709	41.53	51.94	3,322.40	4,155.20	7,226.22	9,037.56
1710	42.57	53.24	3,405.60	4,259.20	7,407.18	9,263.76
1711	43.63	54.57	3,490.40	4,365.60	7,591.62	9,495.18
1712	44.72	55.93	3,577.60	4,474.40	7,781.28	9,731.82
1713	45.84	57.33	3,667.20	4,586.40	7,976.16	9,975.42
1714	46.99	58.76	3,759.20	4,700.80	8,176.26	10,224.24
1715	48.16	60.23	3,852.80	4,818.40	8,379.84	10,480.02
1716	49.36	61.74	3,948.80	4,939.20	8,588.64	10,742.76
1717	50.59	63.28	4,047.20	5,062.40	8,802.66	11,010.72
1718	51.85	64.86	4,148.00	5,188.80	9,021.90	11,285.64
1719	53.15	66.48	4,252.00	5,318.40	9,248.10	11,567.52
1720	54.48	68.14	4,358.40	5,451.20	9,479.52	11,856.36
1721	55.84	69.84	4,467.20	5,587.20	9,716.16	12,152.16
1722	57.24	71.59	4,579.20	5,727.20	9,959.76	12,456.66
1723	58.67	73.38	4,693.60	5,870.40	10,208.58	12,768.12
1724	60.14	75.21	4,811.20	6,016.80	10,464.36	13,086.54
1725	61.64	77.09	4,931.20	6,167.20	10,725.36	13,413.66
1726	63.18	79.02	5,054.40	6,321.60	10,993.32	13,749.48
1727	64.76	81.00	5,180.80	6,480.00	11,268.24	14,094.00
1728	66.38	83.03	5,310.40	6,642.40	11,550.12	14,447.22
1729	68.04	85.11	5,443.20	6,808.80	11,838.96	14,809.14
1730	69.74	87.24	5,579.20	6,979.20	12,134.76	15,179.76
1731 *	71.48	89.42	5,718.40	7,153.60	12,437.52	15,559.08
1732	73.27	91.66	5,861.60	7,332.80	12,748.98	15,948.84
1733	75.10	93.95	6,008.00	7,516.00	13,067.40	16,347.30
1734	76.98	96.30	6,158.40	7,704.00	13,394.52	16,756.20
1735	78.90	98.71	6,312.00	7,896.80	13,728.60	17,175.54
1736	80.87	101.18	6,469.60	8,094.40	14,071.38	17,605.32
1737	82.89	103.71	6,631.20	8,296.80	14,422.86	18,045.54
1738	84.96	106.30	6,796.80	8,504.00	14,783.04	18,496.20
1739	87.08	108.96	6,966.40	8,716.80	15,151.92	18,959.04
1740	89.26	111.68	7,140.80	8,934.40	15,531.24	19,432.32
1741	91.49	114.47	7,319.20	9,157.60	15,919.26	19,917.78

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE MARCH 1, 2016 (Effective 2/23/16)

Sworn Fire Executive Management 1.00%

Range		HOURLY		Bi-weekly		Monthly	
1705		38.01	47.51	3,040.80	3,800.80	6,613.74	8,266.74
1706		38.96	48.70	3,116.80	3,896.00	6,779.04	8,473.80
1707		39.93	49.92	3,194.40	3,993.60	6,947.82	8,686.08
1708		40.93	51.17	3,274.40	4,093.60	7,121.82	8,903.58
1709		41.95	52.45	3,356.00	4,196.00	7,299.30	9,126.30
1710		43.00	53.76	3,440.00	4,300.80	7,482.00	9,354.24
1711		44.08	55.10	3,526.40	4,408.00	7,669.92	9,587.40
1712		45.18	56.48	3,614.40	4,518.40	7,861.32	9,827.52
1713		46.31	57.89	3,704.80	4,631.20	8,057.94	10,072.86
1714		47.47	59.34	3,797.60	4,747.20	8,259.78	10,325.16
1715		48.66	60.82	3,892.80	4,865.60	8,466.84	10,582.68
1716		49.88	62.34	3,990.40	4,987.20	8,679.12	10,847.16
1717		51.13	63.90	4,090.40	5,112.00	8,896.62	11,118.60
1718		52.41	65.50	4,192.80	5,240.00	9,119.34	11,397.00
1719		53.72	67.14	4,297.60	5,371.20	9,347.28	11,682.36
1720		55.06	68.82	4,404.80	5,505.60	9,580.44	11,974.68
1721		56.44	70.54	4,515.20	5,643.20	9,820.56	12,273.96
1722		57.85	72.30	4,628.00	5,784.00	10,065.90	12,580.20
1723		59.30	74.11	4,744.00	5,928.80	10,318.20	12,895.14
1724		60.78	75.96	4,862.40	6,076.80	10,575.72	13,217.04
1725		62.30	77.86	4,984.00	6,228.80	10,840.20	13,547.64
1726		63.86	79.81	5,108.80	6,384.80	11,111.64	13,886.94
1727	Fire Chief	65.46	81.81	5,236.80	6,544.80	11,390.04	14,234.94
1728		67.10	83.86	5,368.00	6,708.80	11,675.40	14,591.64
1729		68.78	85.96	5,502.40	6,876.80	11,967.72	14,957.04
1730		70.50	88.11	5,640.00	7,048.80	12,267.00	15,331.14
1731		72.26	90.31	5,780.80	7,224.80	12,573.24	15,713.94
1732		74.07	92.57	5,925.60	7,405.60	12,888.18	16,107.18
1733		75.92	94.88	6,073.60	7,590.40	13,210.08	16,509.12
1734		77.82	97.25	6,225.60	7,780.00	13,540.68	16,921.50
1735		79.77	99.68	6,381.60	7,974.40	13,879.98	17,344.32
1736		81.76	102.17	6,540.80	8,173.60	14,226.24	17,777.58
1737		83.80	104.72	6,704.00	8,377.60	14,581.20	18,221.28
1738		85.90	107.34	6,872.00	8,587.20	14,946.60	18,677.16
1739		88.05	110.02	7,044.00	8,801.60	15,320.70	19,143.48
1740		90.25	112.77	7,220.00	9,021.60	15,703.50	19,621.98
1741		92.51	115.59	7,400.80	9,247.20	16,096.74	20,112.66

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE MARCH 1, 2016 (Effective 2/23/16)

Sworn Fire Executive Management 1.00%

	HOURLY		Bi-weekly		Monthly	
1705	38.01	47.51	3,040.80	3,800.80	6,613.74	8,266.74
1706	38.96	48.70	3,116.80	3,896.00	6,779.04	8,473.80
1707	39.93	49.92	3,194.40	3,993.60	6,947.82	8,686.08
1708	40.93	51.17	3,274.40	4,093.60	7,121.82	8,903.58
1709	41.95	52.45	3,356.00	4,196.00	7,299.30	9,126.30
1710	43.00	53.76	3,440.00	4,300.80	7,482.00	9,354.24
1711	44.08	55.10	3,526.40	4,408.00	7,669.92	9,587.40
1712	45.18	56.48	3,614.40	4,518.40	7,861.32	9,827.52
1713	46.31	57.89	3,704.80	4,631.20	8,057.94	10,072.86
1714	47.47	59.34	3,797.60	4,747.20	8,259.78	10,325.16
1715	48.66	60.82	3,892.80	4,865.60	8,466.84	10,582.68
1716	49.88	62.34	3,990.40	4,987.20	8,679.12	10,847.16
1717	51.13	63.90	4,090.40	5,112.00	8,896.62	11,118.60
1718	52.41	65.50	4,192.80	5,240.00	9,119.34	11,397.00
1719	53.72	67.14	4,297.60	5,371.20	9,347.28	11,682.36
1720	55.06	68.82	4,404.80	5,505.60	9,580.44	11,974.68
1721	56.44	70.54	4,515.20	5,643.20	9,820.56	12,273.96
1722	57.85	72.30	4,628.00	5,784.00	10,065.90	12,580.20
1723	59.30	74.11	4,744.00	5,928.80	10,318.20	12,895.14
1724	60.78	75.96	4,862.40	6,076.80	10,575.72	13,217.04
1725	62.30	77.86	4,984.00	6,228.80	10,840.20	13,547.64
1726	63.86	79.81	5,108.80	6,384.80	11,111.64	13,886.94
1727	65.46	81.81	5,236.80	6,544.80	11,390.04	14,234.94
1728	67.10	83.86	5,368.00	6,708.80	11,675.40	14,591.64
1729	68.78	85.96	5,502.40	6,876.80	11,967.72	14,957.04
1730	70.50	88.11	5,640.00	7,048.80	12,267.00	15,331.14
1731 *	72.26	90.31	5,780.80	7,224.80	12,573.24	15,713.94
1732	74.07	92.57	5,925.60	7,405.60	12,888.18	16,107.18
1733	75.92	94.88	6,073.60	7,590.40	13,210.08	16,509.12
1734	77.82	97.25	6,225.60	7,780.00	13,540.68	16,921.50
1735	79.77	99.68	6,381.60	7,974.40	13,879.98	17,344.32
1736	81.76	102.17	6,540.80	8,173.60	14,226.24	17,777.58
1737	83.80	104.72	6,704.00	8,377.60	14,581.20	18,221.28
1738	85.90	107.34	6,872.00	8,587.20	14,946.60	18,677.16
1739	88.05	110.02	7,044.00	8,801.60	15,320.70	19,143.48
1740	90.25	112.77	7,220.00	9,021.60	15,703.50	19,621.98
1741	92.51	115.59	7,400.80	9,247.20	16,096.74	20,112.66

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-524

A RESOLUTION IMPLEMENTING A SUNSET ON THE PAYMENT OF BUSINESS LICENSE TAX FOR AREAS IN NORTH MCHENRY AVENUE THAT HAVE NOT BEEN ANNEXED

WHEREAS, the City of Modesto ("City") and the County of Stanislaus ("County") entered into the North McHenry Corridor Agreement ("Corridor Agreement") on December 8, 1998, and

WHEREAS, Paragraph Five of the Corridor Agreement required the City to extend utility services to any property owner who executed an Outside Service Agreement that included, among other things, an obligation to pay business and utility taxes in amounts that would be applicable if the property were within the City until annexation, and

WHEREAS, in contemplation of the Corridor Agreement, the City entered into Outside Service Agreements ("Agreements") with Anthony A. Mistlin, the Ross and Susan Condit 2004 Revocable Trust, Ross and Susan Condit (as community property), Condit Properties, LLC, B.E. Fitzpatrick, Inc., the Beebe Family (California) Limited Partnership, the Guy and Gina Simile Family Trust UDT of 2006, the Gerald and Jill Ingles Revocable Trust (2004), d with Grant & Kruse, a California General Partnership, and,

WHEREAS, in the sixteen (16) years since execution of the Corridor Agreement, not one of the properties affected by the Agreements listed above has been annexed into the City, and there is presently no plan of action toward any of those potential annexations, and

WHEREAS, enforcing the contractual provisions requirement of payment of the

full tax resulted in payment of more City Business License Tax by their occupants than would be required by the City's Business License Apportionment Factors, and

WHEREAS, the City wishes to apportion future business license taxes from the occupants in accordance with its own Business License Tax apportionment guidelines prior to their annexation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the property owners listed above, as well as others similarly situated in the North McHenry Corridor, be relieved of their contractual obligation to pay City Business License Taxes in excess of their legal obligations under current and future City Business License Tax apportionment guidelines upon attainment of the twelfth (12th) anniversary of the execution of their respective Outside Service Agreements.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the provision of this action shall be effective January 1, 2015.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that this Resolution shall have no retroactive effect resulting in the necessity of any Business License Tax refund.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of December, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-525

Print

RESOLUTION DESIGNATING COUNCILMEMBER JOHN GUNDERSON TO SERVE AS VICE MAYOR FOR THE ENSUING YEAR PURSUANT TO SECTION 603 OF THE CHARTER OF THE CITY OF MODESTO

BE IT RESOLVED by the Council of the City of Modesto that Councilmember John Gunderson is hereby designated to serve as Vice Mayor for the ensuing year pursuant to Section 603 of the Charter 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 9th day of December, 2014, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, 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. 2014-526

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 14/15 AS ADOPTED IN THE OPERATING BUDGET FOR THE COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO INCREASE ONE .80 INFRASTRUCTURE FINANCING PROGRAM ADMINISTRATOR TO A 1.0 POSITION

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. Increase one .80 Infrastructure Financing Program Administrator to a 1.0 position.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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. 2014-527

RESOLUTION AMENDING THE POSITION ALLOCATION AND THE FISCAL YEAR 2014-15 OPERATING BUDGET FOR VARIOUS DEPARTMENTS

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, 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,

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 2014-15 Operating Budget for various departments as follows:

1. Reallocate one (1) Administrative Analyst II to one (1) Business Analyst in the Administration Division of the Community & Economic Development.

2. Reallocate one (1) Environmental Compliance Inspector II to one (1) Engineering Assistant II in the Land Development Engineering Division of the Community & Economic Development.

3. Reallocate one (1) Administrative Office Assistant II to one (1) Administrative Office Assistant III in the Water Administration Division of the Utilities Department.

4. Reallocate one (1) Administrative Office Assistant II to one (1) Administrative Office Assistant III in the Planning Division of the Community & Economic Development Department.

5. Reallocate one (1) Administrative Office Assistant III Confidential to one (1) Senior Administrative Office Assistant Confidential in the Records and Support Division of the Police Department.

6. Reallocate one (1) Senior Administrative Office Assistant to one (1) Senior Office Assistant Confidential in the Risk Management Division of the Administrative Services Department.

7. Allocate one (1) Systems Engineer II in the Network/Data Center Division of the Administrative Services Department.

8. Allocate one (1) Software Analyst II in the Applications/Development Services Division of the Administrative Services Department.

9. Reallocate two (2) .75 Event Coordinators to two (2) 1.0 Event Coordinators in the Cultural Services Administration Division of the Community & Economic Development Department.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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. 2014-528

Print

A RESOLUTION AMENDING THE CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATION OF ENGINEERING INTERN

WHEREAS, on July 10, 2014, Human Resources completed a classification audit, and

WHEREAS, as a result, it is the recommendation to create the classification of Engineering Intern at salary range 106, and

WHEREAS, the Modesto Certified Employees Association has been notified of the intent to add the classification of Engineering Intern to the bargaining units,

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revision to the Classification Plan shall be effective upon adoption of resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Modesto as follows: that hereby approves amending the Classification Plan for the City of Modesto to create the classification of Engineering Intern.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 9th of December, 2014, by Councilmember Gunderson, 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

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-529

A RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2012-272 TO REVISE THE CLASS RANGE TABLE FOR GENERAL NON-SWORN CLASSES TO ADD THE SALARY RANGE FOR ENGINEERING INTERN AT RANGE 106

WHEREAS, Council desires to amend Exhibit "A" of Resolution 2012-272 which approves the Class Range Table for General Non-Sworn Classes.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Modesto that the Council hereby approves as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2012-272. Exhibit "A" entitled, "City of Modesto Class Range Table, General Non-Sworn Classes," **attached** to Resolution No. 2012-272, is hereby amended as shown on the amended **Exhibit** "A" entitled "City of Modesto Class Range Table, General Non-Sworn Classes, Effective December 9, 2014" which is **attached** hereto and made a part hereof as though set forth in full herein. Said amended **Exhibit** "A" to add the salary range for Engineering Intern to Salary Range 106.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after December 9, 2014.

AMENDED exhibit A
on 6-23-2015
By Resolution 2015-196

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, by Councilmember Gunderson, 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

CITY OF MODESTO
CLASS RANGE TABLE
GENERAL NON-SWORN CLASSES
Effective December 9, 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
110	Maintenance Worker I
111	Account Clerk II Administrative Office Assistant III Custodian Crewleader Customer Services Account Clerk II
114	Electrician Assistant I Equipment Service Technician Maintenance Worker II Production Technician Storeskeeper
115	Administrative Services Technician I Senior Administrative Office Assistant Senior Customer Services Account Clerk
116	Account Technician Airport Maintenance Worker Equipment Operator Groundskeeper Traffic Operations Technician Wastewater Collection Systems Operator I Water Distribution Operator I

RANGE	TITLE
118	Electrician Assistant II Fleet Procurement Technician Parking Facilities Crewleader Parks Maintenance Crewleader Recreation Coordinator Senior Storeskeeper Tree Trimmer Water Distribution Operator II
119	Administrative Services Technician II Building Maintenance Technician Code Enforcement Officer I -Neighborhood Preservation Unit Customer Services Account Technician Parks Maintenance Mechanic
120	Assistant Buyer Environmental Compliance Technician Laboratory Analyst I Senior Equipment Operator Traffic Striping Crewleader Wastewater Collection System Operator II Wastewater Treatment Plant Operator I Water Quality Control Technician I Water Resource Specialist
121	Solid Waste Enforcement Officer
122	Accountant I Development Services Technician I Electrician Assistant III Equipment Mechanic Tree Trimmer Crewleader Welder/Fabricator
123	Code Enforcement Officer II -Neighborhood Preservation Unit Engineering Assistant Trainee

RANGE	TITLE
124	Airport Maintenance Crewleader
	Building Maintenance Specialist
	Community Development Program Specialist I
	Cross Connection Specialist
	Development Services Technician II
	Environmental Compliance Inspector I
	Fire Equipment Mechanic
	Head Groundskeeper
	Heavy Equipment Mechanic
	Laboratory Analyst II
	Operations Crewleader
	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
126	Equipment Mechanic Crewleader
	Housing Financial Specialist
	Housing Rehabilitation Specialist I
	Wastewater Collection System Crewleader
	Wastewater Treatment Plant Operator III
127	Engineering Assistant I
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

RANGE	TITLE
	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
133	Assistant Land Surveyor
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-530

A RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 2014/2015 AS ADOPTED IN THE OPERATING BUDGET FOR THE UTILITIES DEPARTMENT TO ADD TWO FULL TIME LIMITED TERM ENGINEERING INTERN POSITIONS

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 July 10, 2014, Human Resources completed a classification audit, and

WHEREAS, as a result, it is the recommendation to crate the classification of Engineering Intern at salary range 106, and

WHEREAS, the Modesto City Employees Association has been notified of the intent to add the classification of Engineering Intern to the bargaining units, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revision of the Classification Plan shall be effective upon adoption of resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Modesto that it hereby approves amending the Position Allocation for Fiscal Year 2014-15 as follows:

1. Add two (2) limited term full time Engineering Intern positions.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, by Councilmember Gunderson, who moved its adoption, which motion being 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

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-531

RESOLUTION APPROVING THE SUMMARY VACATION OF THE 10 FOOT PUBLIC UTILITY EASEMENT LOCATED ON BRIGGSMORE SHOPPING CENTER ALONG BRIGGSMORE AVENUE, AND RECORD IT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, BRIGGSMORE SHOPPING CENTER, a partnership, is the owner of the Briggsmore Shopping Center in the City of Modesto, County of Stanislaus, consisting of 19.5 acres, and

WHEREAS, the City has determined that the existing easement along Briggsmore Avenue needs to be relocated to match the proposed road right-of-way, and

WHEREAS, the existing easement will need to be summarily vacated as shown in **Exhibit** A, and

WHEREAS, the proposed easement dedication has been signed by BRIGGSMORE SHOPPING CENTER, a partnership, and

WHEREAS, the California Streets and Highways Code Division 9, Part 3, Chapter 4 Article 1, Section 8333 states that a local agency may summarily vacate a public service easement if it has not been used as such for five (5) preceding years, and

WHEREAS, the City has verified this easement has not been used by utilities in over 5 years, and

WHEREAS, the California Streets and Highways Code Division 9, Part 3, Chapter 4 Article 1, Section 8336 requires public easements being vacated by resolution and to be certified by the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said summary vacation be approved; and that the City Clerk be authorized to certify the summary vacation 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 9th day of December, 2014, 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

LEGAL DESCRIPTION

All of that certain real property situate in the City of Modesto, County of Stanislaus, State of California, described as follows:

Being a portion of the Easement Deed granted to the City of Modesto, recorded on March 28, 2000 as Document No. 2000-0023066-00, Stanislaus County Records, more particularity described as follows:

All of that portion of said Easement Deed lying within Parcel C, as shown on that certain Parcel Map recorded in Book 13 of Parcel Maps at Page 87, Stanislaus County Records.

Together with that portion of said Easement Deed lying within Parcel D, as shown on that certain Parcel Map recorded in Book 4 of Parcel Maps at Page 76, Stanislaus County Records.

Together with that portion of said Easement Deed that has a course with a bearing of N88°43'57"E and length of 298.45', lying within the most southerly area of Parcel A, as shown on that certain Parcel Map recorded in Book 4 of Parcel Maps at Page 112, Stanislaus County Records.

Containing 6,245 Square Feet, more or less.

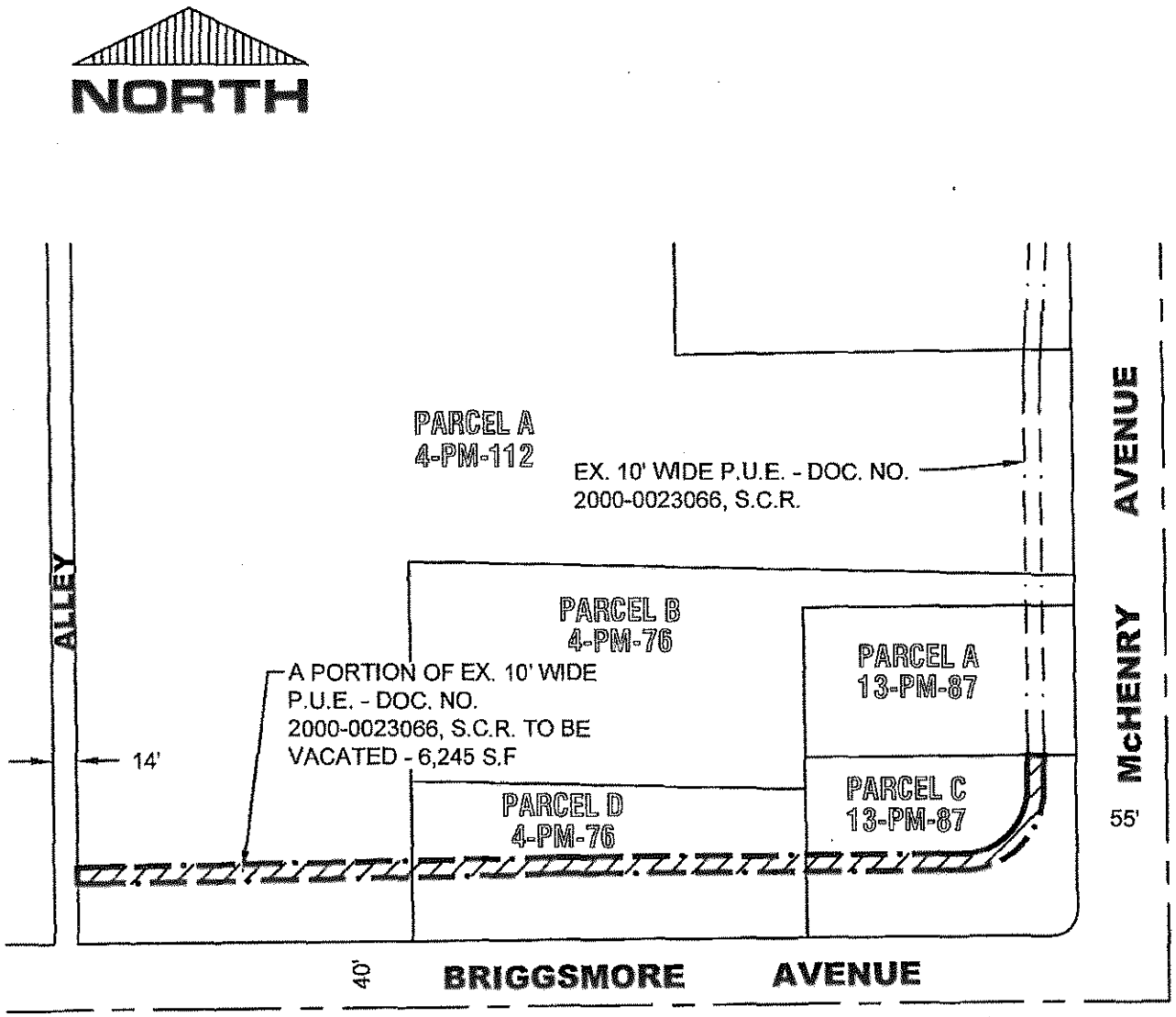
See Exhibit B attached hereto and made a part hereof.

This real description has been prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Curt Chappell, PLS 7992

PROFESSIONAL LAND SURVEYOR
CURTIS CROCKER CHAPPELL
C.C.C
No. 7992
Exp. 12-31-2014
STATE OF CALIFORNIA

DECEMBER 3, 2014
Date



LEGEND

S.C.R.	STANISLAUS COUNTY RECORDS
DOC.	DOCUMENT
NO.	NUMBER
EX.	EXISTING
P.U.E.	PUBLIC UTILITY EASEMENT

PROFESSIONAL LAND SURVEYOR
CURTIS CROCKER CHAPPELL
No. 7992
Exp. 12-31-2014
STATE OF CALIFORNIA

PREPARED BY: M. KORDAZAKIS ENGINEERING ASST. 1	EXHIBIT B	MODESTO CALIFORNIA
DATE: DECEMBER 2, 2014	VACATION OF A PORTION OF A 10-FOOT WIDE PUBLIC UTILITY EASEMENT	
SCALE: 1" = 100'		
SHEET: ONE OF ONE	PROJECT: BRIGGSMORE AND McHENRY AVENUE	PROJECT NUMBER BLDG14-061786

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-532

RESOLUTION APPROVING THE CANCELLATION OF THE HOME NOTES AND THE RECONVEYANCE OF THE HOME DEEDS OF TRUST RELATED TO 20 LOW-INCOME HOMEBUYER'S LOANS FUNDED THROUGH THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FOR THE HOPE VILLAGE SUBDIVISION AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS, INCLUDING A SUBORDINATION AGREEMENT, NECESSARY TO EFFECTUATE THE ACTIONS BEING CONSIDERED

WHEREAS, the City allocated a total of $962,984.30 in HOME Community Housing Development Organization (CHDO) set-aside funds for the pre-development and construction of the Hope Village Subdivision, and

WHEREAS, on November 9, 2005, the City Council, by Resolution 2005-556, approved an allocation of CHDO funds in the amount of $206,372.55 to Habitat for Humanity, Stanislaus County (Habitat) to assist with pre-development activities for the Hope Village project, and

WHEREAS, on July 10, 2007, the City Council, by Resolution 2007-412, approved an allocation of $196,611.75 in CHDO funds to Habitat for pre-development activities for the Hope Village project, and

WHEREAS, on June 23, 2009, the City Council, by Resolution 2009-254 approved an allocation of $560,000 in CHDO set–aside funds to Habitat for pre-development and construction costs for the Hope Village project, and

WHEREAS, the qualified homebuyers assumed a proportionate share of the HOME funds, and

WHEREAS, the principal amount of the HOME Note is $48,149.21, representing the homebuyer's portion of Habitat debt under the three HOME Notes. There is no annual interest on these loans, and

WHEREAS, the HOME Promissory Note included a Loan Forgiveness clause – "If the homebuyer fully complies with all terms, conditions and covenants of the Assumption Agreement and all Assumption Documents for the entire Affordable Housing Covenant, the City of Modesto, in its sole discretion, may forgive the homebuyer's indebtedness to the City", and

WEREAS, a t the time these units were sold, Habitat had established the sales prices based on the aggregate of all loans allocated for the development of these single-family units, and

WHEREAS, a portion of the City HOME and CFF loans were transferred to the homebuyers, and

WHEREAS, under applicable funding regulations, the homebuyers mortgage payment obligations are required to be structured so that the homebuyer is only paying up to 30% of their income to meet their mortgage obligations, regardless of the sales price of the home, and

WHEREAS, the total cost each homebuyer had to assume resulted in an over encumbrance of liens, putting low-income households into a home with negative equity.

WHERAS, the City and Habitat have been working to resolve the over encumbrance issues, and

WHEREAS, in order to comply with HUD regulations, Habitat has cancelled the note and reconveyed the deed of trust for Habitat's second mortgage loan for each property, and has also cancelled the note and reconveyed the deed of trust securing the sweat equity loan that was included in a couple of the loans. Nonetheless, the properties continue to be over encumbered.

WHEREAS, to further reduce the encumbrances on each home, Habitat has requested the City cancel and reconvey the HOME Loan related liens since the intent of the HOME loans was for the loan to be forgiven, if the condition that the affordability covenants and restrictions are met by the homebuyers, and

WHEREAS, if the HOME and CFF loans are reconveyed, the price of each home will be below appraised value and therefore in compliance with HUD regulations.

WHEREAS, cancelling the notes and reconveying the deeds of trust associated with the HOME and CFF assistance conditioned on: (1) Habitat executing the **attached** Continuing Affordability and Repayment Agreement; (2) the owners of each home executing and recording a New Affordability Covenant Including Resale Restriction, Refinance Restriction, and Option to Purchase and a new City Deed of Trust; and (3) Habitat executing and recording subordination agreements (to be provided by the City) subordinating Habitat related funding liens to the City documents for each home, and

WHEREAS, under the new City documents, Habitat is required to monitor and administer compliance with affordability requirements and Habitat will be required to repay the amounts cancelled by the City for an applicable home, if the home is found not to be owned or occupied by income qualified households as required under the new City documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the cancellation of the HOME Notes and the reconveyance of the HOME Deeds of Trust related to 20 low-income homebuyer's loans funded through the HOME Investment Partnerships Program (HOME) for the Hope Village Subdivision.

BE IT FURTHER RESOLVED that the City Manager, or his designee, to execute the agreements and related documents, including a subordination agreement, necessary to effectuate the actions being considered.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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

CONTINUING AFFORDABILITY AND REPAYMENT AGREEMENT
(Hope Village HOME Loans and Capital Facilities Loans)

This Continuing Affordability and Repayment Agreement (the "Agreement") is entered into as of December __, 2014, by and between the City of Modesto, a municipal corporation of the State of California ("City") and Habitat for Humanity Stanislaus County, a California nonprofit public benefit corporation ("Habitat").

RECITALS

A. The City has received HOME Investment Partnership Program ("HOME") funds from the United States Department of Housing and Urban Development under the Cranston-Gonzales National Housing Act of 1990. Such funds must be used in accordance with 24 CFR 92 et seq. (the "HOME Regulations").

B. The City provided a loan of Six Hundred Forty Thousand Dollars ($640,000) of HOME funds to Habitat (the "HOME Loan"), for the purposes of assisting in the construction of new affordable homes for low and very low income households. Habitat utilized such funds to partially finance the construction of twenty (20) homes in the City of Modesto known as Hope Village (collectively the "Homes" and each individually a "Home").

C. The City also provided Habitat with an interim deferral, that matures into an exemption after ten years of affordable occupation of the Homes, of Four Hundred Twenty Thousand Dollars ($420,000) of Capital Facilities Fee due the City in connection with construction of the Homes.

D. Habitat subsequently sold the Homes to income eligible homeowners (collectively the "Owners" and each individually an "Owner"). At the time the Owners purchased the Homes, each of the Owners signed a promissory note to the City (a "HOME Note"), representing the proportionate amount of HOME Loan funds that assisted in the development of each Home. Each HOME Note is secured by a deed of trust recorded against the respective Owner's Home (the "HOME Deeds of Trust").

E. At the time the Owners purchased the Homes, each of the Owners signed another promissory note to the City (a "Capital Facilities Fee Note"), representing the proportionate amount of the Capital Facilities Fee deferred by the City and attributable to the each of the Homes. Each Capital Facilities Fee Note is secured by a deed of trust recorded against the respective Owner's Home (the "Capital Facilities Fee Deeds of Trust").

F. At the time the Owners purchased the Homes, the Owners also signed and recorded against their respective homes an affordability covenant, (the "Original Affordability Covenants"), requiring each of the Owners to keep their respective Homes affordable for 30 years, and to share any appreciation in their Homes with the City, in the event a Home is sold.

G. At the time the Owners purchased the Homes, the Owners also signed and recorded against their respective homes an option to purchase agreement in favor of Habitat (the "Habitat Option" secured by a deed of trust (the "Habitat Deed of Trust") recorded against each respective Home.

H. Habitat has informed the City that the Homes in Hope Village are over-encumbered, violating certain requirements imposed on Habitat by Habitat International and by the United Stated Department of Housing and Urban Development. Consequently, Habitat has asked the City to cancel the HOME Notes and the Capital Facilities Fee Notes, and to reconvey the HOME Deeds of Trust and the Capital Facilities Fee Deeds of Trust which secure the respective notes.

I. The City has agreed to cancel the HOME Notes and the Capital Facilities Fee Notes and reconvey the HOME Deeds of Trust and the Capital Facilities Fee Deeds of Trust, provided that Habitat executes this Agreement and that Habitat and the Owners meet the requirements to cancellation and reconveyance set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and in consideration 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:

ARTICLE 1. CONTINUING AFFORDABILITY AND REPAYMENT

Section 1.1 HOME Loan Documents. Subject to the satisfaction of the conditions set forth in Section 1.3 below, the City hereby agrees to cancel each of the respective HOME Notes and to take such actions necessary to reconvey each of the respective HOME Deeds of Trust all as listed in the attached Exhibit A.

Section 1.2 Capital Facilities Fee Loan Documents. Subject to the satisfaction of the conditions set forth in Section 1.3 below, the City hereby agrees to cancel each of the respective Capital Facilities Fee Notes and to take such actions necessary to reconvey each of the respective Capital Facilities Fee Deeds of Trust all as listed in the attached Exhibit A.

Section 1.3 Conditions to Cancellation. The City shall not be obligated to cancel any HOME Note or Capital Facilities Fee Note or reconvey any HOME Deed of Trust or Capital Facilities Fees Deed of Trust or take any other action under this Agreement unless the following conditions precedent have been and continue to be satisfied with respect to all of the Homes:

(a) Habitat has caused to be executed and delivered to the City this Agreement and any other instruments, and policies required under this Agreement;

(b) Habitat has caused to be executed and recorded a subordination agreement subordinating Habitat's Option Agreement and Habitat's Deed of Trust to the New Affordability Restrictions and the City Deed of Trust for each of the Homes;

(c) The Owners have each caused to be executed and delivered to the City: (i) a new Affordability Covenant Including Resale Restriction, Refinance Restriction and Option to Purchase (the "New Affordability Covenant") placing resale controls on the Home and requiring the payment of any excess proceeds of sale to the City and granting an option to purchase the Home at a restricted price, given in consideration of the economic benefits to the Owner resulting from the cancellation by the City of the HOME Note and the Capital Facilities Fee Note; and (ii) the City Deed of Trust (as defined in the New Affordability Covenant) securing performance under the New Affordability Covenant;

(d) The City Deed of Trust and the New Affordability Covenant have been recorded against each of the respective Homes in the Office of the Recorder of the County of Stanislaus.

Section 1.4 Repayment by Habitat Upon Transfer to Non-Eligible Household.

(a) Habitat hereby absolutely and unconditionally agrees to monitor and administer the New Affordability Covenant in conjunction with the Habitat Option Agreement, to ensure that the Homes continue to be owned and occupied by eligible households in compliance with the New Affordability Covenant.

(b) If Habitat or the City discovers any of the Homes is not owned and occupied by eligible low or very low income households in compliance with the New Affordability Covenant or that an Owner is otherwise in default of the Owner's obligations under the New Affordability Covenant or the City Deed of Trust, they will give each other written notice of such occurrence. Following written demand by the City, Habitat absolutely and unconditionally agrees to pay to the City the amounts shown in Exhibit A as the principal balances of the cancelled HOME Note and cancelled Capital Facilities Note for the applicable Home found to not to be owned or occupied as required by the New Affordability Covenant or the City Deed of Trust. Habitat acknowledges and agrees that the payment by Habitat to the City of the cancelled promissory note amounts is necessary to allow the City to recapture the HOME funds and Capital Facilities Fee funds if a Home does not remain affordable to and occupied by low or very low income households, as required by applicable law and regulations. Notwithstanding anything to the contrary, the repayment obligation created hereunder with regards to the cancelled CFF Note will be released after ten years for each Home that continues to be owned and occupied by an income eligible household for a period of at least ten (10) years from the effective date hereof.

(c) All payments due hereunder shall be immediately paid to the City of Modesto, Parks, Recreation and Neighborhoods Department, 1010 Tenth Street Place, Fourth Floor, Modesto, California, 95354 or to such other place as the City may from time to time designate.

Section 1.5 Interest on Default. In the Habitat fails to comply with this Agreement and make the required payments to the City, interest on the amounts payable shall begin to accrue, as of the date of the City's demand and continuing until such time as the outstanding balance of the amounts attributable to the cancelled HOME Note and cancelled Capital Facilities Note are repaid in full, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

ARTICLE 2. MISCELLANEOUS

Section 2.1 Information. Habitat shall provide any information reasonably requested by the City in connection with the Homes, including (but not limited to) any information required by HUD.

Section 2.2 Exhibits. The exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

Section 2.3 California Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Section 2.4 Invalidity. Any provision of this Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

Section 2.5 Headings; Interpretations. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement. The Parties agree that this Agreement has been prepared by all of the Parties and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement (including, but not limited to, California Civil Code Section 1654, as may be amended from time to time).

Section 2.6 Successors and Assigns. This Agreement shall apply to and bind the successors and assigns of the Parties hereto.

Section 2.7 Amendments. No provision of this Agreement may be amended, changed or waived except by a written instrument signed by all of the Parties (or, in the case of a waiver, by the Party against whom enforcement of the waiver is sought).

Section 2.8 Further Acts. Each of the Parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

Section 2.9 Attorneys' Fees. If any attorney is engaged by any party hereto and an action is filed to enforce or defend any provision of this Agreement, the prevailing Party shall be entitled to costs and reasonable attorneys' fees.

Section 2.10 Counterparts; Multiple Originals. This Agreement may be signed in counterparts, and in multiple originals each of which shall constitute one and the same instrument.

[Signature Page follows]

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

HABITAT FOR HUMANITY STANISLAUS COUNTY, a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

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-____ adopted by the Council of the City of Modesto on the _____ day of December, 2014, and HABITAT 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: _____
Adam U. Lindgren, City Attorney

APPROVED AS TO RISK MANAGEMENT:

By:_____
Name: _____
Risk Manager

Exhibit A

LOAN INFORMATION

Owner(s)	Address of Home	HOME Note Balance	HOME Deed of Trust Recordation No.	Capital Facilities Fee Note Balance	Capital Facilities Fee Deed of Trust Recordation No.
1		$48,149.21		21,584.00	
2		$48,149.21		21,584.00	
3		$48,149.21		21,584.00	
4		$48,149.21		21,584.00	
5		$48,149.21		21,584.00	
6		$48,149.21		21,584.00	
7	n/a	n/a	n/a	n/a	n/a
8		$48,149.21		21,584.00	
9		$48,149.21		21,584.00	
10		$48,149.21		21,584.00	
11		$48,149.21		21,584.00	
12		$48,149.21		21,584.00	
13		$48,149.21		21,584.00	
14		$48,149.21		21,584.00	
15		$48,149.21		21,584.00	
16		$48,149.21		21,584.00	
17		$48,149.21		21,584.00	
18		$48,149.21		21,584.00	
19		$48,149.21		21,584.00	
20		$48,149.21		21,584.00	
21		$48,149.21		21,584.00	

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-533

RESOLUTION APPROVING THE CANCELLATION OF CAPITAL FACILITIES FEES (CFF) NOTES AND THE RECONVEYANCE OF THE CFF DEEDS OF TRUST FOR CFF WAIVERS DUE FROM 20 LOW-INCOME HOMEBUYER'S FOR THE HOPE VILLAGE SUBDIVISION, AND AUTHORIZING THE INTERIM CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS, INCLUDING A SUBORDINATION AGREEMENT NECESSARY TO EFFECTUATE THE ACTIONS BEING CONSIDERED.

WHEREAS, on September 23, 2008, the City Council, by Resolution No. 2008-557 approved a CFF Exemption Agreement between the City of Modesto and Habitat for 20 single-family affordable housing units, known as Hope Village, and

WHEREAS, the exemption of the 20 units resulted in the waiver of $431,680 in development impact fees or waivers of $21,584 per unit, and

WHEREAS, the CFF waivers have a 10 year affordability covenant.

WHEREAS, the qualified homebuyers assumed a proportionate share of the CFF waiver, and

WHEREAS, the principal amount of CFF Note is $21,584, representing the homebuyer's portion of Habitat debt under the CFF waivers, which repayment is secured by the CFF Deed of Trust recorded against each of the homes, and

WHEREAS, Habitat established the sales prices based on the aggregate of all loans allocated for the development of these single-family units therefore a portion of the City HOME and CFF loans were transferred to the homebuyers, and

WHEREAS, cancelling the notes and reconveying the deeds of trust associated with the HOME and CFF assistance conditioned on: (1) Habitat executing the **attached** Continuing Affordability and Repayment Agreement; (2) the owners of each home executing and recording a New Affordability Covenant Including Resale Restriction,

Refinance Restriction, and Option to Purchase and a new City Deed of Trust; and (3) Habitat executing and recording subordination agreements (to be provided by the City) subordinating Habitat related funding liens to the City documents for each home, and

WHEREAS, under the new City documents, Habitat is required to monitor and administer compliance with affordability requirements and Habitat will be required to repay the amounts cancelled by the City for an applicable home, if the home is found not to be owned or occupied by income qualified households as required under the new City documents.

WHEREAS, if the HOME and CFF loans are reconveyed, the price of each home will be below appraised value and therefore in compliance with HUD regulations.

WHEREAS, if these requirements are not met by Habitat and in the event that a new non- income qualified family moves into a home, Habitat must repay the HOME loan or CFF waiver to the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the he cancellation of the CFF Notes and the reconveyance of the CFF Deeds of Trust for Capital Facilities Fees waivers (CFF) due from 20 low-income homebuyer's for the Hope Village Subdivision.

BE IT FURTHER RESOLVED that the Interim City Manager, or his designee, is authorized to execute the agreements and related documents, including a subordination agreement necessary to effectuate the actions being considered.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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

CONTINUING AFFORDABILITY AND REPAYMENT AGREEMENT
(Hope Village HOME Loans and Capital Facilities Loans)

This Continuing Affordability and Repayment Agreement (the "Agreement") is entered into as of December __, 2014, by and between the City of Modesto, a municipal corporation of the State of California ("City") and Habitat for Humanity Stanislaus County, a California nonprofit public benefit corporation ("Habitat").

RECITALS

A. The City has received HOME Investment Partnership Program ("HOME") funds from the United States Department of Housing and Urban Development under the Cranston-Gonzales National Housing Act of 1990. Such funds must be used in accordance with 24 CFR 92 et seq. (the "HOME Regulations").

B. The City provided a loan of Six Hundred Forty Thousand Dollars ($640,000) of HOME funds to Habitat (the "HOME Loan"), for the purposes of assisting in the construction of new affordable homes for low and very low income households. Habitat utilized such funds to partially finance the construction of twenty (20) homes in the City of Modesto known as Hope Village (collectively the "Homes" and each individually a "Home").

C. The City also provided Habitat with an interim deferral, that matures into an exemption after ten years of affordable occupation of the Homes, of Four Hundred Twenty Thousand Dollars ($420,000) of Capital Facilities Fee due the City in connection with construction of the Homes.

D. Habitat subsequently sold the Homes to income eligible homeowners (collectively the "Owners" and each individually an "Owner"). At the time the Owners purchased the Homes, each of the Owners signed a promissory note to the City (a "HOME Note"), representing the proportionate amount of HOME Loan funds that assisted in the development of each Home. Each HOME Note is secured by a deed of trust recorded against the respective Owner's Home (the "HOME Deeds of Trust").

E. At the time the Owners purchased the Homes, each of the Owners signed another promissory note to the City (a "Capital Facilities Fee Note"), representing the proportionate amount of the Capital Facilities Fee deferred by the City and attributable to the each of the Homes. Each Capital Facilities Fee Note is secured by a deed of trust recorded against the respective Owner's Home (the "Capital Facilities Fee Deeds of Trust").

F. At the time the Owners purchased the Homes, the Owners also signed and recorded against their respective homes an affordability covenant, (the "Original Affordability Covenants"), requiring each of the Owners to keep their respective Homes affordable for 30 years, and to share any appreciation in their Homes with the City, in the event a Home is sold.

G. At the time the Owners purchased the Homes, the Owners also signed and recorded against their respective homes an option to purchase agreement in favor of Habitat (the "Habitat Option" secured by a deed of trust (the "Habitat Deed of Trust") recorded against each respective Home.

H. Habitat has informed the City that the Homes in Hope Village are over-encumbered, violating certain requirements imposed on Habitat by Habitat International and by the United Stated Department of Housing and Urban Development. Consequently, Habitat has asked the City to cancel the HOME Notes and the Capital Facilities Fee Notes, and to reconvey the HOME Deeds of Trust and the Capital Facilities Fee Deeds of Trust which secure the respective notes.

I. The City has agreed to cancel the HOME Notes and the Capital Facilities Fee Notes and reconvey the HOME Deeds of Trust and the Capital Facilities Fee Deeds of Trust, provided that Habitat executes this Agreement and that Habitat and the Owners meet the requirements to cancellation and reconveyance set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and in consideration 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:

ARTICLE 1. CONTINUING AFFORDABILITY AND REPAYMENT

Section 1.1 HOME Loan Documents. Subject to the satisfaction of the conditions set forth in Section 1.3 below, the City hereby agrees to cancel each of the respective HOME Notes and to take such actions necessary to reconvey each of the respective HOME Deeds of Trust all as listed in the attached Exhibit A.

Section 1.2 Capital Facilities Fee Loan Documents. Subject to the satisfaction of the conditions set forth in Section 1.3 below, the City hereby agrees to cancel each of the respective Capital Facilities Fee Notes and to take such actions necessary to reconvey each of the respective Capital Facilities Fee Deeds of Trust all as listed in the attached Exhibit A.

Section 1.3 Conditions to Cancellation. The City shall not be obligated to cancel any HOME Note or Capital Facilities Fee Note or reconvey any HOME Deed of Trust or Capital Facilities Fees Deed of Trust or take any other action under this Agreement unless the following conditions precedent have been and continue to be satisfied with respect to all of the Homes:

(a) Habitat has caused to be executed and delivered to the City this Agreement and any other instruments, and policies required under this Agreement;

(b) Habitat has caused to be executed and recorded a subordination agreement subordinating Habitat's Option Agreement and Habitat's Deed of Trust to the New Affordability Restrictions and the City Deed of Trust for each of the Homes;

(c) The Owners have each caused to be executed and delivered to the City: (i) a new Affordability Covenant Including Resale Restriction, Refinance Restriction and Option to Purchase (the "New Affordability Covenant") placing resale controls on the Home and requiring the payment of any excess proceeds of sale to the City and granting an option to purchase the Home at a restricted price, given in consideration of the economic benefits to the Owner resulting from the cancellation by the City of the HOME Note and the Capital Facilities Fee Note; and (ii) the City Deed of Trust (as defined in the New Affordability Covenant) securing performance under the New Affordability Covenant;

(d) The City Deed of Trust and the New Affordability Covenant have been recorded against each of the respective Homes in the Office of the Recorder of the County of Stanislaus.

Section 1.4 Repayment by Habitat Upon Transfer to Non-Eligible Household.

(a) Habitat hereby absolutely and unconditionally agrees to monitor and administer the New Affordability Covenant in conjunction with the Habitat Option Agreement, to ensure that the Homes continue to be owned and occupied by eligible households in compliance with the New Affordability Covenant.

(b) If Habitat or the City discovers any of the Homes is not owned and occupied by eligible low or very low income households in compliance with the New Affordability Covenant or that an Owner is otherwise in default of the Owner's obligations under the New Affordability Covenant or the City Deed of Trust, they will give each other written notice of such occurrence. Following written demand by the City, Habitat absolutely and unconditionally agrees to pay to the City the amounts shown in Exhibit A as the principal balances of the cancelled HOME Note and cancelled Capital Facilities Note for the applicable Home found to not to be owned or occupied as required by the New Affordability Covenant or the City Deed of Trust. Habitat acknowledges and agrees that the payment by Habitat to the City of the cancelled promissory note amounts is necessary to allow the City to recapture the HOME funds and Capital Facilities Fee funds if a Home does not remain affordable to and occupied by low or very low income households, as required by applicable law and regulations. Notwithstanding anything to the contrary, the repayment obligation created hereunder with regards to the cancelled CFF Note will be released after ten years for each Home that continues to be owned and occupied by an income eligible household for a period of at least ten (10) years from the effective date hereof.

(c) All payments due hereunder shall be immediately paid to the City of Modesto, Parks, Recreation and Neighborhoods Department, 1010 Tenth Street Place, Fourth Floor, Modesto, California, 95354 or to such other place as the City may from time to time designate.

Section 1.5 Interest on Default. In the Habitat fails to comply with this Agreement and make the required payments to the City, interest on the amounts payable shall begin to accrue, as of the date of the City's demand and continuing until such time as the outstanding balance of the amounts attributable to the cancelled HOME Note and cancelled Capital Facilities Note are repaid in full, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

ARTICLE 2. MISCELLANEOUS

Section 2.1 Information. Habitat shall provide any information reasonably requested by the City in connection with the Homes, including (but not limited to) any information required by HUD.

Section 2.2 Exhibits. The exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

Section 2.3 California Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Section 2.4 Invalidity. Any provision of this Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

Section 2.5 Headings; Interpretations. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement. The Parties agree that this Agreement has been prepared by all of the Parties and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement (including, but not limited to, California Civil Code Section 1654, as may be amended from time to time).

Section 2.6 Successors and Assigns. This Agreement shall apply to and bind the successors and assigns of the Parties hereto.

Section 2.7 Amendments. No provision of this Agreement may be amended, changed or waived except by a written instrument signed by all of the Parties (or, in the case of a waiver, by the Party against whom enforcement of the waiver is sought).

Section 2.8 Further Acts. Each of the Parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

Section 2.9 Attorneys' Fees. If any attorney is engaged by any party hereto and an action is filed to enforce or defend any provision of this Agreement, the prevailing Party shall be entitled to costs and reasonable attorneys' fees.

Section 2.10 Counterparts; Multiple Originals. This Agreement may be signed in counterparts, and in multiple originals each of which shall constitute one and the same instrument.

[Signature Page follows]

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

HABITAT FOR HUMANITY STANISLAUS COUNTY, a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

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-____ adopted by the Council of the City of Modesto on the _____ day of December, 2014, and HABITAT 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: _____
Adam U. Lindgren, City Attorney

APPROVED AS TO RISK MANAGEMENT:

By:_____
Name: _____
Risk Manager

Exhibit A

LOAN INFORMATION

Owner(s)	Address of Home	HOME Note Balance	HOME Deed of Trust Recordation No.	Capital Facilities Fee Note Balance	Capital Facilities Fee Deed of Trust Recordation No.
1		$48,149.21		21,584.00	
2		$48,149.21		21,584.00	
3		$48,149.21		21,584.00	
4		$48,149.21		21,584.00	
5		$48,149.21		21,584.00	
6		$48,149.21		21,584.00	
7	n/a	n/a	n/a	n/a	n/a
8		$48,149.21		21,584.00	
9		$48,149.21		21,584.00	
10		$48,149.21		21,584.00	
11		$48,149.21		21,584.00	
12		$48,149.21		21,584.00	
13		$48,149.21		21,584.00	
14		$48,149.21		21,584.00	
15		$48,149.21		21,584.00	
16		$48,149.21		21,584.00	
17		$48,149.21		21,584.00	
18		$48,149.21		21,584.00	
19		$48,149.21		21,584.00	
20		$48,149.21		21,584.00	
21		$48,149.21		21,584.00	

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MODESTO CITY COUNCIL
RESOLUTION NO. 2014-534

RESOLUTION APPROVING A SUBORDINATION AGREEMENT FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) LOAN PROVIDED TO HABITAT FOR HUMANITY STANISLAUS COUNTY FOR THE ACQUISITION, PRE-DEVELOPMENT AND CONSTRUCTION OF A 21-UNIT SUBDIVISION LOCATED AT SIGNATURE COURT IN MODESTO ALSO KNOWN AS "SPORTSMEN ESTATES", AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE SUBORDINATION AGREEMENT AND RELATED DOCUMENTS

WHEREAS, on June 12, 2012, the City Council, by Resolution No. 2012-240, approved an NSP3 Memorandum of Understanding that allocated $1 million to Habitat for the development of 21-units. These units will create homeownership opportunities for low- and moderate-income households, and

WHEREAS, on August 8, 2012, the City Council, by Resolution No. 2012-311, approved Loan Documents in the amount of $1 million for Habitat for the acquisition of real property not to exceed $315,000 or current market appraised value, pre-development costs, and construction costs for a 21-unit subdivision located at Signature Court in Modesto also known as "Sportsmen Estates", and

WHEREAS, as a condition to secure a construction loan in the amount of $500,000 through Farmers and Merchants Bank of Central California (F&M) the financial lending institution is requiring to be and remain at all times prior and superior to other loans, and

WHEREAS: the City of Modesto agrees to subordinate the NSP3 Loan Deed of Trust in order for Habitat to move forward with securing the F&M construction loan, and

WHEREAS: the City, Habitat and F&M agree that the NSP3 Regulatory Agreement shall not be subordinated, and

WHEREAS, the Regulatory Agreement shall remain in first position to enforce covenants and conditions required by NSP regulations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Subordination Agreement for the Neighborhood Stabilization Program 3 (NSP3) loan provided to Habitat for Humanity Stanislaus County for the acquisition, pre-development and construction of a 21-unit subdivision located at Signature Court in Modesto also known as "Sportsmen Estates".

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute the subordination agreement and related documents

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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. 2014-535

RESOLUTION APPROVING AN AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR WILDLIFE HAZARD ASSESSMENT AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City Council has approved Resolution 2013-345, accepting FAA Grant Funding of $120,000 to complete a Wildlife Hazard Assessment at the Modesto City-County Airport, and

WHEREAS, a skilled airport consultant and engineering firm will be required to complete the assessment, and

WHEREAS, the City contracted for an Independent Fee Estimate (IFE) per FAA requirements, and that IFE supported the costs and scope presented by ESA, and

WHEREAS, on August 18, 2014, the City solicited professional services for an airport consulting and engineering firm, RFP 1415-08, to complete the Wildlife Hazard Assessment, and

WHEREAS, ESA has proposed an agreement to provide services for completion of the Wildlife Hazard Assessment at the Modesto City-County Airport in an amount not to exceed $109,860, and

WHEREAS, ESA was selected as the best and most responsible company to complete the Wildlife Hazard Assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with ESA to complete the Wildlife Hazard Assessment at the Modesto City-County Airport.

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 December, 2014, 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. 2014-536

Print

RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN OF SACRAMENTO, CALIFORNIA TO PROVIDE TRANSPORTATION ENGINEERING SERVICES FOR THE CML 5059 (199) 14TH AND D STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF $56,582.15, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the purpose of this project is to improve traffic flow for traffic traveling south on State Route 132 by widening and improving the geometrics of 14th Street/D Street/Yosemite Boulevard to current State of California Department of Transportation Standards, and

WHEREAS, staff is in the Preliminary Engineering/Environmental Phase of the project, and

WHEREAS, staff has obtained a Preliminary Environmental Study (PES) from Caltrans indicating the City is to complete studies that include traffic, noise, air quality and cultural, and

WHEREAS, Caltrans is requesting that a traffic impact study that includes a technical analysis report and intersection control evaluation be submitted and approved by Caltrans District 10 Traffic Operations staff, and

WHEREAS, in accordance with City Administrative Directive 3.1 and Chapter 10 "Consultant Selection" of the Local Assistance Procedures Manual which allowed an accelerate selection process because there are a very limited number of qualified local firms that specialize in the required services, and

WHEREAS, the City received five proposals, and

WHEREAS, upon review and ranking of the proposals, Kimley-Horn, was considered the most qualified to provide transportation engineering services for this project, and

WHEREAS, staff recommends an agreement with Kimley-Horn, as the City does not have the staffing level or resources to perform the transportation engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Kimley-Horn, Inc. of Sacramento, California for transportation engineering services for an amount not to exceed $56,582.15 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 9th day of December, 2014, 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. 2014-537

RESOLUTION ACCEPTING THE WORK BY NETBUILDS FOR THE "TRANSIT SERVICES 4th FLOOR REMODEL 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 $88,262

WHEREAS, a report has been filed by the Director of Utilities that the Transit Services 4th Floor Remodel Project has been completed by Netbuilds in accordance with the contract agreement dated April 1, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Transit Services 4th Floor Remodel Project is hereby accepted as complete from said contractor, Netbuilds 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 $88,262 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 9th day of December, 2014, 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. 2014-538

RESOLUTION AUTHORIZING THE INCREASE OF FUNDS ALLOCATED FOR THE ANNUAL AGREEMENTS #31921 ISSUED TO GARRETT THOMPSON CONSTRUCTION, INC., MODESTO, CA, #32168 ISSUED TO PATCH CREW, MODESTO, CA, AND #43038 ISSUED TO UNITED PAVEMENT MAINTENANCE, HUGHSON, CA CURRENTLY IN PLACE FOR HOT PATCH WORK THROUGH SEPTEMBER 24, 2017 FOR A TOTAL AMOUNT OF $3,100,000

WHEREAS, when street cuts are necessary to make repairs and improvements to the water system, hot patch (asphalt) work repairs the street cuts, and

WHEREAS, the Utilities Department – Water Services Division requires assistance to efficiently perform the hot patch work throughout Modesto and the outlying areas, and

WHEREAS, to date 75% of the funds that were allocated on September 25, 2012, per City Council Resolution No. 2012-386, have been spent on hot patch work, and

WHEREAS, the requirement of these services has increased due to the following:

- Addition of work being done by the On-call Contractor (DA Woods)
- Additional spoils being generated from the meter install crews
- Increase in the size of T-cut requirements from Stanislaus County
- Installation of additional flush lines due to the drought

, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in the amount of $670,000 in the Water Service Division Operating Accounts: 4100-45020, 4100-45040, , and the balance of funding will be paid through Capital Improvement Program project accounts: 100573, 100575, 100576, 100577, 100357, and 100358,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the increase of funds allocated for Annual Agreements #31921 issued to Garrett Thompson Construction, Inc., Modesto, CA, #32168 issued to Patch

Crew, Modesto, CA, and #43038 issued to United Pavement Maintenance, Hughson, CA currently in place for Hot Patch Work through September 24, 2017.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a change order to the Agreement, increasing the fund allocation in the amount of $3,100,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-539

Print

RESOLUTION AUTHORIZING THE INCREASE OF FUNDS ALLOCATED FOR THE ANNUAL AGREEMENT #51398 WITH DJ ROCHA TRUCKING, INC., HILMAR, CA CURRENTLY IN PLACE FOR SPOILS SCREENING AND ROCK CRUSHING SERVICES THROUGH NOVEMBER 11, 2018 FOR A TOTAL AMOUNT OF $700,000

WHEREAS, the Utilities Department – Water Services Division accumulates spoils material each year, which consist of concrete, rock, sand, and debris from construction jobs, and

WHEREAS, the materials must be separated and screened down to ¾ inch clean soil for disposal, and the remaining larger material is crushed to create base rock, which is tested and reused for other City construction jobs, and

WHEREAS, to date 69% of the funds that were allocated on November 12, 2013, per City Council Resolution No. 2013-411, have been spent on spoils screening and rock crushing, and

WHEREAS, the requirement of these services has increased due to the following:

- Addition of work being done by the On-call Contractor (DA Woods)
- Additional spoils being generated from the meter install crews
- Increase in the size of T-cut requirements from Stanislaus County
- Installation of additional flush lines due to the drought

, and

WHEREAS, the City has saved approximately $348,667 this past year by utilizing the asphalt base materials manufactured from the spoils produced on City jobs, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in the amount of $60,000 in the Water Service Division Operating Accounts: 4100-45020 and 4100-45040, and the

balance of funding will be paid through Capital Improvement Program project accounts: 100573, 100575, 100576, 100577, 100357, and 100358,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the increase of funds allocated for Annual Agreement #51398 with DJ Rocha Trucking, Inc., Hilmar, CA currently in place for Spoils and Rock Crushing Services through November 11, 2018.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a change order to the Agreement, increasing the fund allocation in the amount of $700,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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. 2014-540

RESOLUTION AUTHORIZING THE INCREASE OF FUNDS ALLOCATED FOR THE ANNUAL AGREEMENTS #33728 ISSUED TO DESTINATION ANYWHERE INC., TRACY, CA, #33729 ISSUED TO GCU TRUCKING, OAKDALE, CA, AND #34216 ISSUED TO BOB HARKRADER & SONS TRUCKING, CERES, CA CURRENTLY IN PLACE FOR MATERIAL HAULING THROUGH OCTOBER 22, 2017 FOR A TOTAL AMOUNT OF $600,000

WHEREAS, the Utilities Department – Water Services Division generates large amounts of grindings from the removal of road material during the construction process, and

WHEREAS, to date 92% of the funds that were allocated on October 23, 2012, per City Council Resolution No. 2012-419, have been spent on material hauling, and

WHEREAS, the requirement of these services has increased due to the following:

- Addition of work being done by the On-call Contractor (DA Woods)
- Additional spoils being generated from the meter install crews
- Increase in the size of T-cut requirements from Stanislaus County
- Installation of additional flush lines due to the drought

, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in the amount of $60,000 in the Water Service Division Operating Accounts: 4100-45020 and 4100-45040, and the balance of funding will be paid through the Capital Improvement Program project accounts: 100573, 100575, 100576, 100577, 100357, and 100358,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the increase of funds allocated for the Annual Agreements #33728 issued to Destination Anywhere Inc., Tracy, CA, #33729 issued to GCU Trucking, Oakdale, CA, and #34216 issued to Bob Harkrader & Sons Trucking, Ceres, CA currently in place for Material Hauling through October 22, 2017.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue change orders to the Agreements, increasing the fund allocation in the amount of $600,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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. 2014-541

RESOLUTION APPROVING AN AGREEMENT WITH MOZINGO CONSTRUCTION COMPANY FOR EMERGENCY REPAIRS TO THE CANNERY SEGREGATION TRUNK LINE IN THE AMOUNT OF $227,500, WITH ADMINISTRATIVE COST AND CONTINGENCY AMOUNT OF $100,000, FOR A TOTAL AMOUNT NOT TO EXCEED $327,500, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on November 14, 2014, City staff discovered that a section of the existing 60-inch diameter Reinforced Concrete Pipe (RCP) of the Cannery Segregation Trunk line that runs parallel to the Tuolumne River and is located at Dryden Golf Course, is exposed along the embankment for a length of approximately 40 feet, and

WHEREAS, the trunk is approximately 8 feet deep to the bottom of the pipe and the line has a slight leak at an exposed joint, which is causing a Sanitary Sewer Overflow (SSO), and

WHEREAS, considering the severity and importance of this trunk, City staff immediately began working on an emergency repair, and

WHEREAS, staff evaluated the feasibility of a City forces repair, contacting local contractors, evaluating the best repair methods, and soliciting bids for the repair work, and

WHEREAS, the Utilities Department contacted five local contractors to request informal bids to install engineered sheet piling, backfill the embankment and install rip rap, and

WHEREAS, Mozingo Construction (Mozingo) and Ford Construction submitted responsive bids, and

WHEREAS, Mozingo is the apparent low bidder, and is currently under contract with the City and can mobilize quickly

WHEREAS, staff requested emergency approval to authorize Mozingo Construction to make the repairs.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement with Mozingo Construction Company for emergency repairs to the Cannery Segregation Trunk Line in the amount of $227,500, with administrative cost and contingency amount of $100,000, for a total amount not to exceed $327,500.

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 December, 2014, 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. 2014-542

RESOLUTION AMENDING THE FISCAL YEAR 2014-15 SEWER COLLECTIONS OPERATING BUDGET BY $327,500 FROM WASTEWATER FUND RESERVES TO FULLY FUND THE AGREEMENT WITH MOZINGO CONSTRUCTION COMPANY FOR EMERGENCY REPAIRS TO THE CANNERY SEGREGATION TRUNK LINE

WHEREAS, amending the fiscal year 2014-15 Wastewater Plant Operations operating budget by appropriating $327,500 from Wastewater Reserves is necessary to fund an Agreement with Mozingo Construction Co.

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 $327,500 from Wastewater Reserves to Operating Budget 4210-44211-53300 – Sewer Collections, Professional Services 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 9th day of December, 2014, 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

City staff discovered that a section of the existing 60-inch diameter Reinforced Concrete Pipe (RCP) of the Cannery Segregation Trunk line that runs parallel to the Tuolumne River is exposed along the embankment for a length of approximately 40 feet. The line has a slight leak at an exposed joint, which is causing a Sanitary Sewer Overflow (SSO).

City staff is requesting funds in the amount of $327,500 to place Mozingo Construction under contract to perform these repairs.

This will be done by transferring from $327,500 from Wastewater Reserves Account.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-543

RESOLUTION ACCEPTING THE CAPITAL FACILITIES FEES ANNUAL REPORT FOR FISCAL YEAR 2013-14, AND MAKING FINDINGS RELATING TO EACH OF THE FEE CATEGORIES

WHEREAS, Section 8-1.904 of the Modesto Municipal Code authorizes the City Council to establish Capital Facilities Fees ("CFF") by resolution, and

WHEREAS, California Government Code Sections 66001 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 CFF for the purpose of constructing 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, and

WHEREAS, the Streets CFF fund was established to accrue funds for arterial roadways, intersections, expressways, freeway interchanges and associated landscaping, and

WHEREAS, the Transit CFF fund was established to accrue funds for the expansion of the City's transit system including additional buses and their associated facilities, and

WHEREAS, 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

WHEREAS, 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

WHEREAS, the Fire CFF Fund was established to accrue funds for the construction of additional fire stations, fire vehicles, and a new training station, and

WHEREAS, the Parks and Recreation 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 museum, and

WHEREAS, the General Government CFF Fund was established to accrue funds for the expansion of City Hall, expansion of the City's corporation yards, and technology expansions, and

WHEREAS, the CFF program is a pay-as-you go program that enables improvements to be constructed when enough monies have been accumulated, and

WHEREAS, the Capital Facilities Fee Annual Report for Fiscal Year 2013-14 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 9, 2014, 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 funding for constructing and/or purchasing additional fire stations, fire vehicles, and a new training station, 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for constructing and/or purchasing 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, 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for the development of additional regional parks,

community centers, neighborhood parks, and the expansion of McClure museum 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for the expansion of City Hall, expansion of the City's corporation yards, and additional technology expansions 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for the reduction of automobile travel, specifically for the development of park and ride lots and Class I Bike Trails 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for arterial roadways, intersections, expressways, freeway interchanges and all of their associated landscaping 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for the expansion of the transit system 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 these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2013-14 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 9th day of December, 2014, 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

City of Modesto Capital Facilities Fees Annual Report Fiscal Year 2013-14

Prepared By:

Community & Economic Development
Infrastructure Financing Program

November 18, 2014

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.

DESCRIPTION OF CAPITAL FACILITIES FEES (Con't.)

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, the CFF Program applied an inflationary adjustment of 5.17%. On May 6, 2014, the City Council made a motion acknowledging receipt of notification of the annual inflationary adjustment for Fiscal Year 2014-15. Table 1 provides the adopted fee schedule for Fiscal Year 2014-15.

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

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 2013-14. 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

As previously discussed, most revenue is collected when a building permit is issued for new development. Overall, CFF Program revenues decreased 44.7% between Fiscal Years 2012-13 and 2013-14 while expenditures decreased 79.1% over the same time period. Due to previously accumulated revenues in the Streets and Parks Capital Facilities Fees funds, staff has continued to design and put projects out to bid. 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

In June of 2010, the City extended the deferral program of CFF for Single-Family Residential permits for a period of one (1) year. This program allowed the deferral of payment of CFF until issuance of a Certificate of Occupancy. The two (2) remaining deferral agreements under this program were paid in full in Fiscal Year 2013-14 and are shown in Table 6.

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 7 details the five (5) active deferrals in Fiscal Year 2013-14.

REFUNDS

There were no CFF refunds in Fiscal Year 2013-14.

TRANSFERS

A total of four (4) interfund transfers occurred in Fiscal Year 2013-14. The transfers included the Tenth Street Place (City Hall) Debt Service payment, police loans and Parks projects. Table 8 offers details of each transfer.

CAPITAL IMPROVEMENT PROJECTS

Information on projects funded by the CFF Program can be found in Table 9. 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.

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, 2014

	3410 Streets	3420 Public Transp.	3430 Air Quality	3440 Police	3450 Fire	3460 Parks	3470 General Gov't	3480 Admin.	TOTAL
REVENUES:									
Grant Monies	$ 3,596,121	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,596,121
Fees Collected	559,440	7,803	1,291	12,107	4,030	10,612	7,038	11,424	613,745
Interest and Rent	237,843	1,367	1,213	7,569	129	36,906	345	328	285,700
Net Change in Fair Value of Investments	(136,926)	(816)	(995)	(988)	(104)	(14,503)	(260)	(187)	(154,779)
Miscellaneous	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 4,256,478**	**$ 8,354**	**$ 1,509**	**$ 18,688**	**$ 4,055**	**$ 33,015**	**$ 7,123**	**$ 11,565**	**$ 4,340,787**
EXPENDITURES:									
Current:									
General Gov't.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,340	$ 29,340
Highways & Streets	3,463,450	-	-	-	-	-	-	-	3,463,450
Public Works	-	-	-	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	83,586	-	-	83,586
Public Safety	-	-	-	-	-	-	-	-	-
Capital Outlay:	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 3,463,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,586**	**$ -**	**$ 29,340**	**$ 3,576,376**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	**$ 793,028**	**$ 8,354**	**$ 1,509**	**$ 18,688**	**$ 4,055**	**$ (50,571)**	**$ 7,123**	**$ (17,775)**	**$ 764,411**
OTHER FINANCING SOURCES (USES)									
Transfers In	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Out*	-	-		(92,212)		(44,577)	(30,075)	-	(166,864)
Sale of Assets	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES	**$ -**	**$ -**	**$ -**	**$ (92,212)**	**$ -**	**$ (44,577)**	**$ (30,075)**	**$ -**	**$ (166,864)**
EXCESS (DEFICIENCY) OF REVENUES & OTHER USES	$ 793,028	$ 8,354	$ 1,509	$ (73,524)	$ 4,055	$ (95,148)	$ (22,952)	$ (17,775)	$ 597,547
FUND BALANCES, July 1	23,550,269	129,182	184,324	314,399	(1,060,590)	2,644,679	86,692	70,790	25,919,745
PRIOR PERIOD ADJUSTMENT		-	-	-	(31,745)	-	-	-	(31,745)
FUND BALANCES, June 30	**$ 24,343,297**	**$ 137,536**	**$ 185,833**	**$ 240,875**	**$ (1,024,790)**	**$ 2,549,531**	**$ 63,740**	**$ 53,015**	**$ 26,549,037**

* See Table 8 for transfer details.

Table 3: Five Year Revenue History

Fund	2009-10	2010-11	2011-12	2012-13	2013-14	Five Year Total
FUND 3410 – STREETS						
Fees Collected	$ 1,047,367	$ 561,069	$ 638,746	$ 761,394	$ 559,440	$ 3,568,016
Grant Monies	423,473	2,726,437	2,855,733	6,639,777	3,596,121	16,241,541
All Other Revenue Sources	449,573	172,676	111,356	29,354	100,917	863,876
Subtotal	***$ 1,920,413***	***$ 3,460,182***	***$ 3,605,834***	***$ 7,430,525***	***$ 4,256,478***	***$ $20,673,433***
FUND 3420 – PUBLIC TRANSP.						
Fees Collected	$ 11,147	$ 6,282	$ 11,694	$ 12,247	$ 7,803	$ 49,173
Grant Monies	-	-	-	-	-	--
All Other Revenue Sources	1,263	744	447	204	551	3,209
Subtotal	***$ 12,410***	***$ 7,026***	***$ 12,141***	***$ 12,451***	***$ 8,354***	***$ 52,382***
FUND 3430 – AIR QUALITY						
Fees Collected	$ 19,449	$ 19,099	$ 13,488	$ 27,323	$ 1,291	$ 80,650
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	10,321	4,677	575	341	218	16,132
Subtotal	***$ 29,770***	***$ 23,776***	***$ 14,062***	***$ 27,664***	***$ 1,509***	***$96,782***
FUND 3440 – POLICE						
Fees Collected	$ 34,967	$ 25,435	$ 41,697	$ 35,574	$ 12,107	$ 149,780
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	4,614	1,765	(55)	8,283	6,581	21,188
Subtotal	***$ 39,581***	***$ 27,200***	***$ 41,642***	***$ 43,857***	***$ 18,688***	***$ 170,968***
FUND 3450 – FIRE						
Fees Collected	$ 11,669	$ 7,619	$ 15,859	$ 12,113	$ 4,030	$ 51,290
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	(28,782)	143	120	50	25	(28,444)
Subtotal	***$ (17,113)***	***$ 7,762***	***$ 15,979***	***$ 12,163***	***$ 4,055***	***$ 22,846***
FUND 3460 – PARKS						
Fees Collected	$ 85,968	$ 101,006	$ 128,909	$ 138,017	$ 10,612	$ 464,512
Grant Monies	-	-	-	150,000	-	150,000
All Other Revenue Sources	92,734	36,764	21,923	(10,573)	22,403	163,251
Subtotal	***$ 178,702***	***$ 137,770***	***$ 150,832***	***$ 277,444***	***$ 33,015***	***$ 777,763***
FUND 3470 – GENERAL GOV'T						
Fees Collected	$ 20,117	$ 14,201	$ 24,113	$ 20,474	$ 7,038	$ 85,943
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	7,950	3,521	(165)	(137)	85	11,254
Subtotal	***$ 28,067***	***$ 17,722***	***$ 23,947***	***$ 20,337***	***$ 7,213***	***$ 97,197***
FUND 3480 – ADMINISTRATION						
Fees Collected	$ 19,348	$ 13,013	$ 20,558	$ 20,406	$ 11,424	$ 84,749
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	4,468	141,987	430	32	141	147,058
Subtotal	***$ 23,816***	***$ 155,000***	***$ 20,987***	***$ 20,438***	***$ 11,565***	***$ 231,807***
TOTAL	**$ 2,215,646**	**$ 3,836,438**	**$ 3,885,424**	**$ 7,844,875**	**$ 4,340,877**	**$ 22,123,178**

Table 4: Five Year Expenditure History

Fund	2009-10	2010-11	2011-12	2012-13	2013-14	Five Year Total
Fund 3410 – Streets	$ (7,274,188)	$ (3,204,214)	$ (6,540,817)	$ (7,801,737)	$ (3,463,450)	$ (28,284,406)
Fund 3420 – Public Transp.	-	-	-	-	-	-
Fund 3430 – Air Quality	-	-	-	-	-	-
Fund 3440 – Police	-	-	-	-	-	-
Fund 3450 – Fire	-	-	-	-	-	-
Fund 3460 – Parks	(370,845)	(69,661)	(1,142,808)	(9,259,700)	(83,586)	(10,926,600)
Fund 3470 – General Gov't	-	-	-	-	-	-
Fund 3480 – Administration	(209,539)	(186,170)	(56,686)	(38,805)	(29,340)	(520,540)
TOTAL	$ (7,854,572)	$ (3,460,045)	$ (7,740,311)	$ (17,100,242)	$ (3,576,376)	$ (39,731,546)

Table 5: Five Year Revenue and Expenditure History

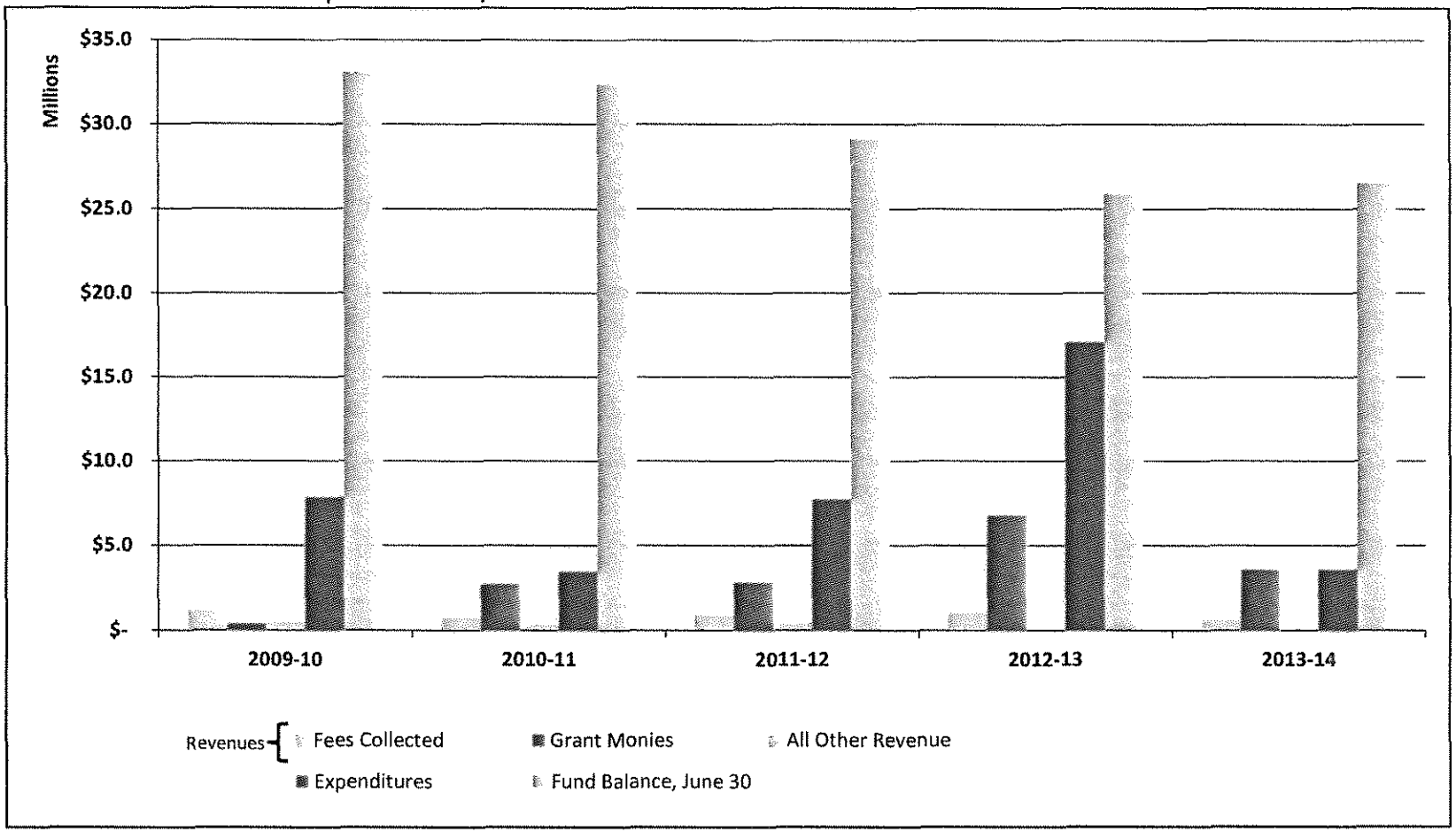

Table 6: Single-Family Residential Deferrals

Receivable Fund	Applicant	Balance June 30, 2013	Payoffs	Outstanding Balance June 30, 2014
Fund 3410 Streets	Fletcher Organization, Inc. - 6 Permits	$ 12,536	$ 12,536	$ -
	Subtotal	***$ 12,536***	***$ 12,536***	***$ -***
Fund 3420 Public Transportation	Fletcher Organization, Inc. - 6 Permits	$ 182	$ 182	$ -
	Subtotal	***$ 182***	***$ 182***	***$ -***
Fund 3430 Air Mitigation	Fletcher Organization, Inc. - 6 Permits	$ 1,096	$ 1,096	$ -
	Subtotal	***$ 1,096***	***$ 1,096***	***$ -***
Fund 3440 Police	Fletcher Organization, Inc. - 6 Permits	$ 1,704	$ 1,704	$ -
	Subtotal	***$ 1,704***	***$ 1,704***	***$ -***
Fund 3450 Fire	Fletcher Organization, Inc. - 6 Permits	$ 726	$ 726	$ -
	Subtotal	***$ 726***	***$ 726***	***$ -***
Fund 3460 Parks	Fletcher Organization, Inc. - 6 Permits	$ 10,386	$ 10,386	$ -
	Subtotal	***$ 10,386***	***$ 10,386***	***$ -***
Fund 3470 General Gov't.	Fletcher Organization, Inc. - 6 Permits	$ 958	$ 958	$ -
	Subtotal	***$ 958***	***$ 958***	***$ -***
Fund 3480 Administration	Fletcher Organization, Inc. - 6 Permits	$ 544	$ 544	$ -
	Subtotal	***$ 544***	***$ 544***	***$ -***
	TOTAL	**$ 28,132**	**$ 28,132**	**$ -**

Table 7: Multifamily, Commercial and Industrial Deferrals

Receivable Fund	Applicant	Agreement Start Date	Agreement End Date	Years Remaining	Balance June 30, 2013	Payoffs	Outstanding Balance June 30, 2014
Fund 3410 Streets	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 14,111.05	$ 8,784.62	$ 5,326.43
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	74,751.31	74,751.31	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	9,088.26	1,998.65	7,089.62
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	3,897.96	857.22	3,040.74
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	69,077.76
				Subtotal	***$ 101,848.58***	***$ 86,391.80***	***$ 84,534.55***
Fund 3420 Public Transportation	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 280.04	$ 174.33	$ 105.71
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	1,324.32	1,324.32	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	179.88	39.56	140.32
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	77.15	16.97	60.18
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	1,367.20
				Subtotal	***$ 1,861.39***	***$ 1,555.18***	***$ 1,673.41***
Fund 3440 Police	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 345.92	$ 215.35	$ 130.57
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	5,146.74	5,146.74	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	222.61	48.96	173.65
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	95.48	21.00	74.48
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	1,692.01
				Subtotal	***$ 5,810.75***	***$ 5,432.05***	***$ 2,070.71***
Fund 3450 Fire	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 113.81	$ 70.85	$ 42.96
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	1,679.60	1,679.60	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	73.54	16.17	57.37
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	31.54	6.94	24.61
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	558.97
				Subtotal	***$ 1,898.49***	***$ 1,773.56***	***$ 683.91***
Fund 3470 General Gov't.	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 199.17	$ 123.99	$ 75.18
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	2,958.98	2,958.98	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	128.20	28.19	100.01
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	54.98	12.09	42.89
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	974.42
				Subtotal	***$ 3,341.33***	***$ 3,123.25***	***$ 1,192.50***
Fund 3480 Administration	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$ 381.87	$ 237.73	$ 144.14
	Acme Construction – 1 Permit	9/23/2008	4/30/2014	-	1,924.66	1,924.66	-
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	4	245.47	53.98	191.49
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	4	105.28	23.15	82.13
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	5	-	-	1,865.74
				Subtotal	***$ 2,657.28***	***$ 2,239.52***	***$ 2,283.50***
				TOTAL	**$ 117,417.82**	**$ 100,515.36**	**$ 92,438.56**

Table 8: Transfers within Capital Facilities Fees Funds

Fund	Transfer Description	Loan Maturity Date	Rate of Interest	Transfer Amount
Fund 3440 – Police	Transfer out to Fund 0100 – Tenth Street Place Debt Service Payment	2034	Variable Interest	(92,212)
			Subtotal	***$ (92,212)***
Fund 3450 – Fire	Transfer out to Fund 0100 – Tenth Street Place Debt Service Payment	2034	Variable Interest	$ (14,708)
			Subtotal	***$ (14,708)***
Fund 3460 – Parks	Transfer out to Project # 100307 (Virginia Corridor Phase V)	-	-	$ (4,690)
	Transfer out to Project # 100308 (Virginia Corridor Phase VI)	-	-	(39,887)
			Subtotal	***$ (44,577)***
Fund 3470 – General Gov't	Transfer out to Fund 0100 – Tenth Street Place Debt Service Payment	2034	Variable Interest	$ (30,075)
			Subtotal	***$ (30,075)***
			TOTAL	**$ (181,572)**

Table 9: Capital Improvement Project (CIP) Expenditures

Fund	Project Number	Project Name	% Funded by Fee	% Funded by Other	Budget	Previous FY Expenditures	FY 2013-14 Expenditures	Balance Available	Estimated Construction Start FY	Estimated Construction End FY
Fund 3410 Streets	100030	Right Turn Lane – Northbound McHenry to Eastbound Briggsmore	31.10%	60.90%	$ 810,300	$ 554,306	$ **3,015**	$ 252,979	2010/11	2012/13
	100031	Right Turn Lane – Eastbound Briggsmore to Southbound McHenry	11.47%	88.53%	733,001	167,963	**42**	564,997	Project Cancelled	Project Cancelled
	100032	New Traffic Signals 2010	-	100%	850,000	95,873	**54,476**	699,651	2012/13	2013/14
	100035	Dale Road CCTV Cameras	1.15%	98.85%	350,000	334,923	**1,220**	13,857	2011/12	2012/13
	100036	Right Turn Lanes – Four (4) Intersections	9.07%	90.93%	1,787,955	1,459,596	**1,537**	326,822	2009/10	2010/11
	100037	Turn Signals: Scott/Cheyenne & Prescott/Hawn	7.03%	92.97%	497,027	456,399	-	40,628	2009/10	2010/11
	100046	Pelandale Interchange at SR 99	22.33%	77.67%	10,430,225	7,379,911	**670,700**	2,379,614	N/A[3]	N/A[3]
	100049	Oakdale Road Widening	100%	-	400,000	12,412	-	387,588	Unknown[2]	Unknown
	100051	Claratina: McHenry to Coffee Four (4) Lanes	100%	-	3,904,936	189,216	**3,315**	3,712,405	2015/16	2016/17
	100053	Carpenter Road Bridge Seismic	12.02%	87.98%	11,103,399	7,746,524	**2,466,898**	889,977	2011/12	2013/14
	100585	Right Turn Lane – Oakdale to Scenic	12.50%	87.50%	400,000	38,311	**26,551**	335,138	Unknown[2]	Unknown
	100586	7th Street Bridge at Tuolumne River	100%	-	333,500	24,695	**82,163**	226,642	2015/16	2019/20
	100614	SR 132 West Expressway	100%	-	115,000	21,644	**89,153**	4,203	2016/17	2018/19
	100631	Oakdale/Sylvan Intersection Improvements	60.41%	37.59%	1,995,120	144,619	6,811	1,843,690	2013/14	2013/14
	100632	Right Turn Lane – McHenry to Briggsmore	-	100%	310,000	84,445	**18,790**	206,765	2013/14	2015/16
	100635	Traffic Model Maintenance	-	100%	400,000	121,732	**81,902**	196,366	2011/12	2015/16
	100786	SR 99/Pelandale Construction	-	100%	41,139,055	-	**1,151,037**	39,988,018	2013/14	2015/16
	100787	Pelandale I/C Monument Sign	100%	-	397,819	-	-	397,819	2013/14	2015/16
					Subtotal		***$ 4,657,610***			
Fund 3460 Parks	100288	Mary Grogan Community Park	29.96%	70.04%	$ 11,111,610	$ 10,496,332	$ **83,586**	$ 531,692	2011/12	2012/13
	100289	New Park Land Acquisition	100%	-	205,000	-	-	205,000	Ongoing	Ongoing
	100677	Lighting Playground and Shade	100%	-	285,834	2,559	-	283,275	2010/11	2013/14
					Subtotal		***$ 83,586***			
					TOTAL		**$ 4,741,196**			

[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] Project is for Preliminary Engineering only.

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-544

Print

RESOLUTION ACCEPTING THE 2013-14 ANNUAL REPORT OF SECURITIES 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, impact fees 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 to include connection to the City sewer system and the installation of curb, gutter and sidewalk improvements, and

WHEREAS, 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 to include the expansion of Beta Street to the north of the property, and

WHEREAS, 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 to include 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 9, 2014, 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 9th day of December, 2014, 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, 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. 2014-545

Print

A RESOLUTION APPROVING SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) REQUESTING $9,935,790 IN FTA SECTION 5307 FUNDS

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award federal financial assistance for transportation related projects, and

WHEREAS, the City of Modesto has provided all annual certifications and assurances required by the FTA for Section 5307 funding, and

WHEREAS, the projects for the City of Modesto shown in the **attached** Program Of Projects are eligible to receive 100% of federally reimbursable expenses from Section 5307 funds, and

WHEREAS, the Capital Cost of Contracting project for the County of Stanislaus shown in the **attached** Program Of Projects is eligible to receive 100% of federally reimbursable expenses from Section 5307 funds, and

WHEREAS, the projects shown in the **attached** Program of Projects are included in the Federal Transportation Improvement Program (FTIP) adopted by the Stanislaus Council of Governments, and

WHEREAS, there is an existing MOU between the City of Modesto and the County of Stanislaus that requires the County to meet FTA obligations, and

WHEREAS, Modesto and the County are eligible to use federally approved Transportation Development Funds, known as Toll Credits, in lieu of a local match, and

WHEREAS, the grant for Federal assistance will impose certain obligations on the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the submittal of an application to the Federal Transit Administration for $9,935,790 in Section 5307 funds for projects included in the **attached** Program of Projects.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute and file the annual certifications and assurances and other documents the FTA requires for awarding a federal assistance grant.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all necessary grant documents with the FTA on behalf of the City of Modesto.

The foregoing resolution was introduced at a meeting of the Council of the City of Modesto held on the 9th day of December, 2014, 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

2014-2015 Federal Transit Administration
Program of Projects

FTA Section 5307 Program of Projects

FTA Fund Availability	5307 Apportionment for 2012-13		$ 5,005,481
	5307 Apportionment for 2013-14		$ 4,930,309
		Total	$ 9,935,790

MODESTO URBANIZED AREA SECTION 5307 PROJECTS

FTA Project Description

Modesto Projects		**Total**	**Local**	**FEDERAL**
Purchase New Buses		$600,000		$600,000
Preventive Maintenance		$4,447,486		$4,447,486
Transit Enhancements		$99,358		$99,358
Capital Cost of Contracting		$2,625,000		$2,625,000
Technology Improvements		$300,000		$300,000
Bus Rehabilitation		$200,000		$200,000
Support Equipment/Vehicles		$200,000		$200,000
Construction Transit Structures		$270,000		$270,000
Employee Training & Education		$20,000		$20,000
Stanislaus County MOU				
Capital Cost of Contracting		$1,173,946		$1,173,946
	Total	$9,935,790	$0	$9,935,790

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-546

Print

A RESOLUTION APPROVING SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) REQUESTING $1,092,489 IN FTA SECTION 5339 FUNDS

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award federal financial assistance for transportation related projects, and

WHEREAS, the City of Modesto has provided all annual certifications and assurances required by the FTA for Section 5339 funding, and

WHEREAS, the projects for the City of Modesto shown in the **attached** Program Of Projects are eligible to receive 100% of federally reimbursable expenses from Section 5339 funds, and

WHEREAS, the projects shown in the **attached** Program of Projects are included in the Federal Transportation Improvement Program (FTIP) adopted by the Council of Governments, and

WHEREAS, Modesto is eligible to use federally approved Transportation Development Funds, known as Toll Credits, in lieu of a local match, and

WHEREAS, the grant for Federal assistance will impose certain obligations on the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the submittal of an application to the Federal Transit Administration for $1,092,489 in Section 5339 funds for projects included in the **attached** Program of Projects.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute and file the annual certifications and assurances and other documents the FTA requires for awarding a federal assistance grant.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all necessary grant documents with the FTA 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 9th day of December, 2014, 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

2014-2015 Federal Transit Administration
Program of Projects

FTA Section 5339 Program of Projects

FTA Fund Availability	5339 Apportionment for 2012-13	$	551,936
	5339 Apportionment for 2013-14	$	540,553
		$	1,092,489

MODESTO URBANIZED AREA SECTION 5339 PROJECTS

FTA Project Description **Modesto Projects**		**Total**	**Local**	**FEDERAL**
Preventive Maintenance		$1,092,489	$0	$1,092,489
	Total	$1,092,489	$0	$1,092,489
Grand Total 5307 and 5339		**$11,028,279**	**$0**	**$11,028,279**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2014-547

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND THE MODESTO CITY EMPLOYEES ASSOCIATION (MCEA) FOR A TERM OF JULY 1, 2014 TO MARCH 7, 2016; AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES AND CITY MANAGER OR 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 City Employees Association (MCEA) expired on May 30, 2014, and

WHEREAS, representatives of the CITY and the MCEA 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 MCEA 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:

Article 1. TERM. The term of the MOU shall be from July 1, 2014 to March 7, 2016.

Article 5. SALARY. Amend to include 2.0% salary increase effective the first pay period following ratification of this MOU by MCEA and adoption by the City Council. Effective as of the first day of the pay period including March 1, 2016, employees will receive an additional 1.0% salary increase. 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 schedules set forth in Exhibits A through D **attached** hereto.

Article 25. VACATION. Amend language to reflect accrual of vacation leave hours in tenths of an hour and allow adjustment as necessary at the end of June in each year to ensure accruals are consistent with the annual accrual rates provided in the MOU. Amend language to add all employees in the MCEA bargaining unit shall be credited with thirty-two (32) hours of special leave for used during FY 2014/2015. 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.

Article 26. HOLIDAY. Amend language to add "Additional Holiday" for FY 2014/2015 on December 24, 26 and January 2 and to include 3 additional holidays for FY2015/2016 to be utilized on a date to be determined. Employees scheduled to work during either of these holiday closure periods will be granted equivalent holiday leave hours that must be used during the fiscal year for which the leave was allotted.

Article 34. RETIREE MEDICAL. Amend language to include the following provisions: 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.

Employees hired on or before December 31, 2010 and who retire from the City prior to 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 accrued up to October 22, 2012, up to twenty-two

hundred (2,200) hours, 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.

For Employees hired on or before December 31, 2010 who retire from the City after December 31, 2014, 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 to purchase medical insurance. For each eight 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. Loss 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 $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.

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) account effective July 2, 2013. The City shall contribute $25.00 per month for each eligible full time employee. For a full time employee, this equates to a maximum of $300 per year after the initial eligibility period is met. 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.

For all MCEA 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. 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.

CONTINUATION OF REMAINING PROVISIONS. Except as provided above, the remaining provisions of the September 24, 2013 through May 30, 2014 MOU between the CITY and MCEA shall continue in the new MOU except where non-monetary changes were mutually agreed upon. The exact language of all provisions shall be set forth in the MOU between the CITY and MCEA.

WHEREAS, the Council considered this matter at its meeting of December 9, 2014,

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 City Employees Association, which covers a term from July 1, 2014 through March 7, 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 9th day of December, 2014, 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
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 16, 2014

GENERAL NON-SWORN CLASSES

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	13.01	13.66	14.34	15.06	15.81	1,040.80	1,092.84	1,147.48	1,204.86	1,265.10	2,263.74	2,376.93	2,495.77	2,620.56	2,751.59
0102	13.34	14.00	14.70	15.44	16.21	1,066.82	1,120.16	1,176.17	1,234.98	1,296.73	2,320.33	2,436.35	2,558.17	2,686.08	2,820.38
0103	13.67	14.35	15.07	15.82	16.61	1,093.49	1,148.17	1,205.57	1,265.85	1,329.14	2,378.34	2,497.26	2,622.12	2,753.23	2,890.89
0104	14.01	14.71	15.45	16.22	17.03	1,120.83	1,176.87	1,235.71	1,297.50	1,362.37	2,437.80	2,559.69	2,687.67	2,822.06	2,963.16
0105	14.36	15.08	15.83	16.62	17.46	1,148.85	1,206.29	1,266.61	1,329.94	1,396.43	2,498.75	2,623.68	2,754.87	2,892.61	3,037.24
0106	14.72	15.46	16.23	17.04	17.89	1,177.57	1,236.45	1,298.27	1,363.18	1,431.34	2,561.21	2,689.27	2,823.74	2,964.93	3,113.17
0107	15.09	15.84	16.63	17.47	18.34	1,207.01	1,267.36	1,330.73	1,397.26	1,467.13	2,625.24	2,756.51	2,894.33	3,039.05	3,191.00
0108	15.46	16.24	17.05	17.90	18.80	1,237.18	1,299.04	1,364.00	1,432.20	1,503.81	2,690.88	2,825.42	2,966.69	3,115.02	3,270.78
0109	15.85	16.64	17.48	18.35	19.27	1,268.11	1,331.52	1,398.10	1,468.00	1,541.40	2,758.15	2,896.05	3,040.86	3,192.90	3,352.55
0110	16.25	17.06	17.91	18.81	19.75	1,299.82	1,364.81	1,433.05	1,504.70	1,579.94	2,827.10	2,968.46	3,116.88	3,272.72	3,436.36
0111	16.65	17.49	18.36	19.28	20.24	1,332.31	1,398.93	1,468.87	1,542.32	1,619.43	2,897.78	3,042.67	3,194.80	3,354.54	3,522.27
0112	17.07	17.92	18.82	19.76	20.75	1,365.62	1,433.90	1,505.60	1,580.88	1,659.92	2,970.22	3,118.73	3,274.67	3,438.40	3,610.32
0113	17.50	18.37	19.29	20.25	21.27	1,399.76	1,469.75	1,543.24	1,620.40	1,701.42	3,044.48	3,196.70	3,356.54	3,524.36	3,700.58
0114	17.93	18.83	19.77	20.76	21.80	1,434.75	1,506.49	1,581.82	1,660.91	1,743.95	3,120.59	3,276.62	3,440.45	3,612.47	3,793.10
0115	18.38	19.30	20.27	21.28	22.34	1,470.62	1,544.15	1,621.36	1,702.43	1,787.55	3,198.61	3,358.54	3,526.46	3,702.79	3,887.92
0116	18.84	19.78	20.77	21.81	22.90	1,507.39	1,582.76	1,661.90	1,744.99	1,832.24	3,278.57	3,442.50	3,614.62	3,795.36	3,985.12
0117	19.31	20.28	21.29	22.36	23.48	1,545.07	1,622.33	1,703.44	1,788.62	1,878.05	3,360.53	3,528.56	3,704.99	3,890.24	4,084.75
0118	19.80	20.79	21.83	22.92	24.06	1,583.70	1,662.89	1,746.03	1,833.33	1,925.00	3,444.55	3,616.78	3,797.61	3,987.50	4,186.87
0119	20.29	21.31	22.37	23.49	24.66	1,623.29	1,704.46	1,789.68	1,879.16	1,973.12	3,530.66	3,707.19	3,892.55	4,087.18	4,291.54
0120	20.80	21.84	22.93	24.08	25.28	1,663.88	1,747.07	1,834.42	1,926.14	2,022.45	3,618.93	3,799.87	3,989.87	4,189.36	4,398.83
0121	21.32	22.38	23.50	24.68	25.91	1,705.47	1,790.75	1,880.28	1,974.30	2,073.01	3,709.40	3,894.87	4,089.62	4,294.10	4,508.80
0122	21.85	22.94	24.09	25.30	26.56	1,748.11	1,835.51	1,927.29	2,023.65	2,124.84	3,802.14	3,992.24	4,191.86	4,401.45	4,621.52
0123	22.40	23.52	24.69	25.93	27.22	1,791.81	1,881.40	1,975.47	2,074.25	2,177.96	3,897.19	4,092.05	4,296.65	4,511.48	4,737.06
0124	22.96	24.11	25.31	26.58	27.91	1,836.61	1,928.44	2,024.86	2,126.10	2,232.41	3,994.62	4,194.35	4,404.07	4,624.27	4,855.49
0125	23.53	24.71	25.94	27.24	28.60	1,882.52	1,976.65	2,075.48	2,179.25	2,288.22	4,094.49	4,299.21	4,514.17	4,739.88	4,976.87
0126	24.12	25.33	26.59	27.92	29.32	1,929.59	2,026.06	2,127.37	2,233.74	2,345.42	4,196.85	4,406.69	4,627.02	4,858.38	5,101.29
0127	24.72	25.96	27.26	28.62	30.05	1,977.82	2,076.72	2,180.55	2,289.58	2,404.06	4,301.77	4,516.86	4,742.70	4,979.83	5,228.83
0128	25.34	26.61	27.94	29.34	30.80	2,027.27	2,128.63	2,235.07	2,346.82	2,464.16	4,409.31	4,629.78	4,861.27	5,104.33	5,359.55
0129	25.97	27.27	28.64	30.07	31.57	2,077.95	2,181.85	2,290.94	2,405.49	2,525.76	4,519.55	4,745.52	4,982.80	5,231.94	5,493.54
0130	26.62	27.95	29.35	30.82	32.36	2,129.90	2,236.40	2,348.22	2,465.63	2,588.91	4,632.53	4,864.16	5,107.37	5,362.74	5,630.87
0131	27.29	28.65	30.09	31.59	33.17	2,183.15	2,292.31	2,406.92	2,527.27	2,653.63	4,748.35	4,985.77	5,235.05	5,496.81	5,771.65
0132	27.97	29.37	30.84	32.38	34.00	2,237.73	2,349.61	2,467.09	2,590.45	2,719.97	4,867.06	5,110.41	5,365.93	5,634.23	5,915.94
0133	28.67	30.10	31.61	33.19	34.85	2,293.67	2,408.35	2,528.77	2,655.21	2,787.97	4,988.73	5,238.17	5,500.08	5,775.08	6,063.84
0134	29.39	30.86	32.40	34.02	35.72	2,351.01	2,468.56	2,591.99	2,721.59	2,857.67	5,113.45	5,369.12	5,637.58	5,919.46	6,215.43
0135	30.12	31.63	33.21	34.87	36.61	2,409.79	2,530.28	2,656.79	2,789.63	2,929.11	5,241.29	5,503.35	5,778.52	6,067.45	6,370.82

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 16, 2014

GENERAL NON-SWORN CLASSES

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0136	30.88	32.42	34.04	35.74	37.53	2,470.03	2,593.53	2,723.21	2,859.37	3,002.34	5,372.32	5,640.94	5,922.98	6,219.13	6,530.09
0137	31.65	33.23	34.89	36.64	38.47	2,531.78	2,658.37	2,791.29	2,930.86	3,077.40	5,506.63	5,781.96	6,071.06	6,374.61	6,693.34
0138	32.44	34.06	35.76	37.55	39.43	2,595.08	2,724.83	2,861.07	3,004.13	3,154.33	5,644.29	5,926.51	6,222.83	6,533.97	6,860.67
0139	33.25	34.91	36.66	38.49	40.41	2,659.95	2,792.95	2,932.60	3,079.23	3,233.19	5,785.40	6,074.67	6,378.40	6,697.32	7,032.19
0140	34.08	35.78	37.57	39.45	41.43	2,726.45	2,862.78	3,005.91	3,156.21	3,314.02	5,930.04	6,226.54	6,537.86	6,864.76	7,208.00
0141	34.93	36.68	38.51	40.44	42.46	2,794.61	2,934.35	3,081.06	3,235.12	3,396.87	6,078.29	6,382.20	6,701.31	7,036.38	7,388.20
0142	35.81	37.60	39.48	41.45	43.52	2,864.48	3,007.70	3,158.09	3,315.99	3,481.79	6,230.24	6,541.76	6,868.84	7,212.29	7,572.90
0143	36.70	38.54	40.46	42.49	44.61	2,936.09	3,082.90	3,237.04	3,398.89	3,568.84	6,386.00	6,705.30	7,040.56	7,392.59	7,762.22
0144	37.62	39.50	41.47	43.55	45.73	3,009.49	3,159.97	3,317.97	3,483.87	3,658.06	6,545.65	6,872.93	7,216.58	7,577.41	7,956.28
0145	38.56	40.49	42.51	44.64	46.87	3,084.73	3,238.97	3,400.92	3,570.96	3,749.51	6,709.29	7,044.76	7,396.99	7,766.84	8,155.19
0146	39.52	41.50	43.57	45.75	48.04	3,161.85	3,319.94	3,485.94	3,660.24	3,843.25	6,877.02	7,220.87	7,581.92	7,961.01	8,359.06
0147	40.51	42.54	44.66	46.90	49.24	3,240.90	3,402.94	3,573.09	3,751.74	3,939.33	7,048.95	7,401.40	7,771.47	8,160.04	8,568.04
0148	41.52	43.60	45.78	48.07	50.47	3,321.92	3,488.01	3,662.42	3,845.54	4,037.81	7,225.17	7,586.43	7,965.75	8,364.04	8,782.24
0149	42.56	44.69	46.92	49.27	51.73	3,404.97	3,575.21	3,753.98	3,941.67	4,138.76	7,405.80	7,776.09	8,164.90	8,573.14	9,001.80
0150	43.63	45.81	48.10	50.50	53.03	3,490.09	3,664.60	3,847.82	4,040.22	4,242.23	7,590.95	7,970.49	8,369.02	8,787.47	9,226.84

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	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 Parking Facilities Crewleader Senior Storeskeeper Tree Trimmer Water Distribution Operator II

EXHIBIT B

RANGE	TITLE
119	Code Enforcement Officer I -Neighborhood Preservation Unit 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 Wastewater Treatment Plant Operator I Water Quality Control Technician I
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

EXHIBIT B

RANGE	TITLE
124 (cont.)	Water Meter Technician Water Production Operator I Water Quality Control Technician II Water Services Equipment Operator I
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

EXHIBIT B

RANGE	TITLE
132	Building Inspector II Environmental Review Specialist Senior Environmental Compliance Inspector Water Division Crewleader
133	Assistant Land Surveyor
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

EXHIBIT B

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE March 1, 2016 (Effective 2/23/16)

GENERAL NON-SWORN CLASSES

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	13.14	13.80	14.49	15.21	15.97	1,051.20	1,103.76	1,158.95	1,216.90	1,277.74	2,286.36	2,400.68	2,520.71	2,646.75	2,779.08
0102	13.47	14.14	14.85	15.59	16.37	1,077.48	1,131.35	1,187.92	1,247.32	1,309.68	2,343.52	2,460.69	2,583.73	2,712.92	2,848.56
0103	13.81	14.50	15.22	15.98	16.78	1,104.42	1,159.64	1,217.62	1,278.50	1,342.43	2,402.11	2,522.21	2,648.32	2,780.74	2,919.78
0104	14.15	14.86	15.60	16.38	17.20	1,132.03	1,188.63	1,248.06	1,310.46	1,375.99	2,462.16	2,585.27	2,714.53	2,850.26	2,992.77
0105	14.50	15.23	15.99	16.79	17.63	1,160.33	1,218.34	1,279.26	1,343.22	1,410.39	2,523.71	2,649.90	2,782.39	2,921.51	3,067.59
0106	14.87	15.61	16.39	17.21	18.07	1,189.34	1,248.80	1,311.24	1,376.81	1,445.65	2,586.81	2,716.15	2,851.95	2,994.55	3,144.28
0107	15.24	16.00	16.80	17.64	18.52	1,219.07	1,280.02	1,344.02	1,411.23	1,481.79	2,651.48	2,784.05	2,923.25	3,069.42	3,222.89
0108	15.62	16.40	17.22	18.08	18.99	1,249.55	1,312.02	1,377.62	1,446.51	1,518.83	2,717.76	2,853.65	2,996.33	3,146.15	3,303.46
0109	16.01	16.81	17.65	18.53	19.46	1,280.79	1,344.82	1,412.07	1,482.67	1,556.80	2,785.71	2,924.99	3,071.24	3,224.80	3,386.05
0110	16.41	17.23	18.09	19.00	19.95	1,312.80	1,378.44	1,447.37	1,519.74	1,595.72	2,855.35	2,998.12	3,148.02	3,305.42	3,470.70
0111	16.82	17.66	18.54	19.47	20.45	1,345.62	1,412.91	1,483.55	1,557.73	1,635.62	2,926.73	3,073.07	3,226.72	3,388.06	3,557.46
0112	17.24	18.10	19.01	19.96	20.96	1,379.27	1,448.23	1,520.64	1,596.67	1,676.51	2,999.90	3,149.90	3,307.39	3,472.76	3,646.40
0113	17.67	18.56	19.48	20.46	21.48	1,413.75	1,484.43	1,558.66	1,636.59	1,718.42	3,074.90	3,228.65	3,390.08	3,559.58	3,737.56
0114	18.11	19.02	19.97	20.97	22.02	1,449.09	1,521.55	1,597.62	1,677.50	1,761.38	3,151.77	3,309.36	3,474.83	3,648.57	3,831.00
0115	18.57	19.49	20.47	21.49	22.57	1,485.32	1,559.58	1,637.56	1,719.44	1,805.41	3,230.57	3,392.10	3,561.70	3,739.78	3,926.77
0116	19.03	19.98	20.98	22.03	23.13	1,522.45	1,598.57	1,678.50	1,762.43	1,850.55	3,311.33	3,476.90	3,650.74	3,833.28	4,024.94
0117	19.51	20.48	21.51	22.58	23.71	1,560.51	1,638.54	1,720.46	1,806.49	1,896.81	3,394.11	3,563.82	3,742.01	3,929.11	4,125.57
0118	19.99	20.99	22.04	23.15	24.30	1,599.53	1,679.50	1,763.48	1,851.65	1,944.23	3,478.97	3,652.92	3,835.56	4,027.34	4,228.71
0119	20.49	21.52	22.59	23.72	24.91	1,639.51	1,721.49	1,807.56	1,897.94	1,992.84	3,565.94	3,744.24	3,931.45	4,128.02	4,334.42
0120	21.01	22.06	23.16	24.32	25.53	1,680.50	1,764.53	1,852.75	1,945.39	2,042.66	3,655.09	3,837.84	4,029.74	4,231.22	4,442.78
0121	21.53	22.61	23.74	24.93	26.17	1,722.51	1,808.64	1,899.07	1,994.02	2,093.73	3,746.47	3,933.79	4,130.48	4,337.00	4,553.85
0122	22.07	23.17	24.33	25.55	26.83	1,765.58	1,853.86	1,946.55	2,043.88	2,146.07	3,840.13	4,032.14	4,233.74	4,445.43	4,667.70
0123	22.62	23.75	24.94	26.19	27.50	1,809.72	1,900.20	1,995.21	2,094.97	2,199.72	3,936.13	4,132.94	4,339.59	4,556.56	4,784.39
0124	23.19	24.35	25.56	26.84	28.18	1,854.96	1,947.71	2,045.09	2,147.35	2,254.71	4,034.54	4,236.26	4,448.08	4,670.48	4,904.00
0125	23.77	24.95	26.20	27.51	28.89	1,901.33	1,996.40	2,096.22	2,201.03	2,311.08	4,135.40	4,342.17	4,559.28	4,787.24	5,026.60
0126	24.36	25.58	26.86	28.20	29.61	1,948.87	2,046.31	2,148.62	2,256.06	2,368.86	4,238.78	4,450.72	4,673.26	4,906.92	5,152.27
0127	24.97	26.22	27.53	28.91	30.35	1,997.59	2,097.47	2,202.34	2,312.46	2,428.08	4,344.75	4,561.99	4,790.09	5,029.59	5,281.07
0128	25.59	26.87	28.22	29.63	31.11	2,047.53	2,149.90	2,257.40	2,370.27	2,488.78	4,453.37	4,676.04	4,909.84	5,155.33	5,413.10
0129	26.23	27.55	28.92	30.37	31.89	2,098.72	2,203.65	2,313.83	2,429.53	2,551.00	4,564.71	4,792.94	5,032.59	5,284.22	5,548.43
0130	26.89	28.23	29.65	31.13	32.68	2,151.18	2,258.74	2,371.68	2,490.26	2,614.78	4,678.82	4,912.77	5,158.40	5,416.32	5,687.14
0131	27.56	28.94	30.39	31.91	33.50	2,204.96	2,315.21	2,430.97	2,552.52	2,680.15	4,795.79	5,035.58	5,287.36	5,551.73	5,829.32
0132	28.25	29.66	31.15	32.70	34.34	2,260.09	2,373.09	2,491.75	2,616.33	2,747.15	4,915.69	5,161.47	5,419.55	5,690.53	5,975.05
0133	28.96	30.41	31.93	33.52	35.20	2,316.59	2,432.42	2,554.04	2,681.74	2,815.83	5,038.58	5,290.51	5,555.04	5,832.79	6,124.43
0134	29.68	31.17	32.72	34.36	36.08	2,374.50	2,493.23	2,617.89	2,748.79	2,886.22	5,164.55	5,422.77	5,693.91	5,978.61	6,277.54
0135	30.42	31.94	33.54	35.22	36.98	2,433.87	2,555.56	2,683.34	2,817.50	2,958.38	5,293.66	5,558.34	5,836.26	6,128.07	6,434.48

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE March 1, 2016 (Effective 2/23/16)

GENERAL NON-SWORN CLASSES

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0136	31.18	32.74	34.38	36.10	37.90	2,494.71	2,619.45	2,750.42	2,887.94	3,032.34	5,426.00	5,697.30	5,982.17	6,281.27	6,595.34
0137	31.96	33.56	35.24	37.00	38.85	2,557.08	2,684.94	2,819.18	2,960.14	3,108.15	5,561.65	5,839.73	6,131.72	6,438.31	6,760.22
0138	32.76	34.40	36.12	37.93	39.82	2,621.01	2,752.06	2,889.66	3,034.14	3,185.85	5,700.69	5,985.73	6,285.01	6,599.26	6,929.23
0139	33.58	35.26	37.02	38.87	40.82	2,686.53	2,820.86	2,961.90	3,110.00	3,265.50	5,843.21	6,135.37	6,442.14	6,764.25	7,102.46
0140	34.42	36.14	37.95	39.85	41.84	2,753.70	2,891.38	3,035.95	3,187.75	3,347.14	5,989.29	6,288.75	6,603.19	6,933.35	7,280.02
0141	35.28	37.05	38.90	40.84	42.89	2,822.54	2,963.67	3,111.85	3,267.44	3,430.81	6,139.02	6,445.97	6,768.27	7,106.69	7,462.02
0142	36.16	37.97	39.87	41.86	43.96	2,893.10	3,037.76	3,189.65	3,349.13	3,516.58	6,292.50	6,607.12	6,937.48	7,284.35	7,648.57
0143	37.07	38.92	40.87	42.91	45.06	2,965.43	3,113.70	3,269.39	3,432.86	3,604.50	6,449.81	6,772.30	7,110.92	7,466.46	7,839.79
0144	37.99	39.89	41.89	43.98	46.18	3,039.57	3,191.54	3,351.12	3,518.68	3,694.61	6,611.06	6,941.61	7,288.69	7,653.12	8,035.78
0145	38.94	40.89	42.94	45.08	47.34	3,115.56	3,271.33	3,434.90	3,606.64	3,786.98	6,776.33	7,115.15	7,470.91	7,844.45	8,236.67
0146	39.92	41.91	44.01	46.21	48.52	3,193.44	3,353.12	3,520.77	3,696.81	3,881.65	6,945.74	7,293.03	7,657.68	8,040.56	8,442.59
0147	40.92	42.96	45.11	47.37	49.73	3,273.28	3,436.94	3,608.79	3,789.23	3,978.69	7,119.38	7,475.35	7,849.12	8,241.58	8,653.66
0148	41.94	44.04	46.24	48.55	50.98	3,355.11	3,522.87	3,699.01	3,883.96	4,078.16	7,297.37	7,662.24	8,045.35	8,447.62	8,870.00
0149	42.99	45.14	47.39	49.76	52.25	3,438.99	3,610.94	3,791.49	3,981.06	4,180.11	7,479.80	7,853.79	8,246.48	8,658.81	9,091.75
0150	44.06	46.27	48.58	51.01	53.56	3,524.96	3,701.21	3,886.27	4,080.59	4,284.62	7,666.80	8,050.14	8,452.64	8,875.28	9,319.04

CITY OF MODESTO
CLASS RANGE TABLE
GENERAL NON-SWORN CLASSES
Effective January 1, 2016

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
114	Electrician Assistant I Equipment Service Technician **Maintenance Worker I** Production Technician Storeskeeper
115	Senior Administrative Office Assistant Senior Customer Services Account Clerk
116	Wastewater Collection Systems Operator I Water Distribution Operator I
118	**Airport Maintenance Worker** Electrician Assistant II Fleet Procurement Technician **Groundskeeper** **Maintenance Worker II** Parking Facilities Crewleader Senior Storeskeeper Tree Trimmer Water Distribution Operator II
119	**Account Technician** Code Enforcement Officer I -Neighborhood Preservation Unit Customer Services Account Technician

EXHIBIT D

RANGE	TITLE
120	**Administrative Services Technician I**
	Assistant Buyer
	Environmental Compliance Technician
	Laboratory Analyst I
	Wastewater Collection System Operator II
	Wastewater Treatment Plant Operator I
	Water Quality Control Technician I
121	Water Resource Specialist
122	Accountant I
	Electrician Assistant III
	Equipment Operator
	Parks Maintenance Crewleader
	Recreation Coordinator
	Solid Waste Enforcement Officer
	Tree Trimmer Crewleader
123	**Building Maintenance Technician**
	Code Enforcement Officer II -Neighborhood Preservation Unit
	Development Services Technician I
	Engineering Assistant Trainee
	Equipment Mechanic
	Parks Maintenance Mechanic
	Welder/Fabricator
124	**Administrative Services Technician II**
	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
125	Development Services Technician II

EXHIBIT D

RANGE	TITLE
126	**Airport Maintenance Crewleader**
	Head Groundskeeper
	Housing Financial Specialist
	Housing Rehabilitation Specialist I
	Senior Equipment Operator
	Wastewater Collection System Crewleader
	Wastewater Treatment Plant Operator III
127	Engineering Assistant I
	Equipment Mechanic Crewleader
128	Building Inspector I
	Building Maintenance Specialist
	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
	Traffic Operations Technician
	Water Production Operator II
	Water Services Equipment Operator II
130	Construction Inspector
	Housing Rehabilitation Specialist II
	Laboratory Analyst III
	Operations Crewleader
	Senior Wastewater Treatment Plant Operator
131	Engineering Assistant II
132	Building Inspector II
	Environmental Review Specialist
	Senior Environmental Compliance Inspector
	Traffic Striping Crewleader
	Water Division Crewleader
133	Assistant Land Surveyor

EXHIBIT D

RANGE	TITLE
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

EXHIBIT D

Labor Market Adjusted Classes

Title	Union	1st Adjustment	2nd Adjustment
Account Technician	MCEA	5.0%	2.5%
Administrative Services Technician I	MCEA	7.5%	5.0%
Administrative Services Technician II	MCEA	7.5%	5.0%
Airport Maintenance Crewleader	MCEA	2.5%	2.5%
Airport Maintenance Worker	MCEA	2.5%	2.5%
Building Maintenance Specialist	MCEA	5.0%	5.0%
Building Maintenance Technician	MCEA	5.0%	5.0%
Development Services Technician I	MCEA	2.5%	
Development Services Technician II	MCEA	2.5%	
Equipment Mechanic	MCEA	2.5%	
Equipment Mechanic Crewleader	MCEA	2.5%	
Equipment Operator	MCEA	7.5%	7.5%
Groundskeeper	MCEA	2.5%	2.5%
Head Groundskeeper	MCEA	2.5%	2.5%
Maintenance Worker I	MCEA	5.0%	5.0%
Maintenance Worker II	MCEA	5.0%	5.0%
Maintenance Worker II (Shift)	MCEA	5.0%	5.0%
Parks Maintenance Mechanic	MCEA	5.0%	5.0%
Operations Crewleader	MCEA	7.5%	7.5%
Park Maintenance Crewleader	MCEA	5.0%	5.0%
Recreation Coordinator	MCEA	5.0%	5.0%
Senior Equipment Operator	MCEA	7.5%	7.5%
Solid Waste Enforcement Officer	MCEA	2.5%	2.5%
Traffic Operations Technician	MCEA	12.5%	12.5%
Traffic Striping Crewleader	MCEA	12.5%	12.5%
Water Resource Specialist	MCEA	2.5%	
Welder/Fabricator	MCEA	2.5%	

EXHIBIT X