

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 1- 2003**

**A RESOLUTION REAPPOINTING ALITA ROBERTS TO THE CITIZENS  
REDEVELOPMENT ADVISORY COMMISSION**

WHEREAS, the Economic Development Committee met on January 13, 2003, and recommended its approval to reappoint ALITA ROBERTS, as representative of the Planning Commission, to the Redevelopment Advisory Commission.

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

SECTION 1. Alita Roberts, as representative of the Planning Commission, is hereby reappointed to the Citizens Redevelopment Advisory Commission with a term expiration of January 1, 2004.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed member of the Citizens Redevelopment Advisory Commission, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 28<sup>th</sup> of January, 2003, by Agency Member Conrad, who moved its adoption, which motion being duly seconded by Agency Member Jackman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Conrad, Frohman, Jackman, Keating, O'Bryant,  
Chair Sabatino

NOES: Agency Members: None

ABSENT: Agency Members: Fisher

ATTEST: Jean Zahr  
JEAN ZAHR, City Clerk

APPROVED AS TO FORM:

Michael D. Milich  
Michael D. Milich, City Attorney

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 2-2003**

**A RESOLUTION DESIGNATING AGENCY MEMBER FROHMAN TO SERVE AS VICE CHAIRPERSON FOR THE ENSUING YEAR PURSUANT TO SECTION 30.1 OF THE BYLAWS FOR THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO.**

BE IT RESOLVED by the Redevelopment Agency that Agency Member Frohman is hereby designated to serve as Vice Chairperson for the ensuing year pursuant to Section 30.1 of the Bylaws for the Modesto Redevelopment Agency.

The foregoing resolution was introduced at a regular meeting of the Modesto Redevelopment Agency held on the 28<sup>th</sup> day of January, 2003, by Agency Member Conrad who moved its adoption, which motion being duly seconded by Agency Member Jackman , was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Conrad, Friedman, Frohman, Serpa, Smith,  
Chair Sabatino

NOES: Agency Members: None

ABSENT: Agency Members: Fisher

ATTEST: Jean Zahr  
JEAN ZAHR, Secretary

(SEAL)

APPROVED AS TO FORM:

By Michael D. Milich  
MICHAEL D. MILICH, General Counsel

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 3-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF  
MODESTO ("RDA") APPROVING TWO OPTIONS FOR THE CONCEPTUAL  
SITE PLAN (OPTION "A" AND "B") AND DRAFT DESIGN AND USE  
GUIDELINES FOR THE KANSAS-WOODLAND BUSINESS PARK**

WHEREAS, on November 6, 2002, the RDA approved the terms and conditions of a Purchase Option for the 45-acre FMC property, located in the center of the proposed Kansas-Woodland Business Park ("Business Park"), and

WHEREAS, staff has been working concurrently on the following critical path items in order to move the proposed Kansas-Woodland Business Park Master Plan forward:

1. Execution and implementation of the Purchase Option Agreement with FMC.
2. Development of the Request For Proposal (RFP) process for securing a project developer, for consideration by the Agency.
3. Creation and eventual approval of a Specific Plan as the most effective and efficient land use regulatory tool for implementation of the Business Park, and

WHEREAS, as part of said Business Park project, Agency has also authorized and directed the Executive Director to produce a document entitled "Design & Use Guidelines" ("Guidelines"), which Guidelines include Conceptual Site Plans for the development of said Business Park for consideration by the Agency, and

WHEREAS, as a part of the Property Option Agreement with the FMC Corporation, the RDA has agreed to provide an approved Conceptual Site Plan to FMC no later than six (6) months from the date of approval of the Property Option Agreement (Agreement Approved: November 6, 2002) for use by FMC Corporation in their remediation plan in accordance with the Department of Toxic Substances Control and the Regional Water Quality Control Board, and

WHEREAS, in order to allow for flexibility in the location of storm drainage basins on-site, staff and FMC Corporation have produced two Options (Option "A" and Option "B") for the Conceptual Site Plan which both Site Plan Options are attached hereto and made a part hereof by this reference, and

WHEREAS, the City Council's Committee on Economic Development received a staff report on February 10, 2003 outlining said Conceptual Site Plan Options "A" and "B" and recommended the approval of said Site Plan Options to the RDA, and

WHEREAS, the RDA at their Special Meeting of February 11, 2003 reviewed and approved said Conceptual Site Plan Options "A" and "B".

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Agency of the City of Modesto does hereby approve Conceptual Site Plan Options "A" and "B" and the Draft Design & Use Guidelines and direct its Executive Director to provide said Conceptual Site Plan Options to the FMC Corporation and other parties as he deems appropriate in order to continue with the remediation and development process for the **"KANSAS-WOODLAND BUSINESS PARK PROJECT"**

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto, held on the 11<sup>th</sup> day of January, 2003, by Agencymember Frohman, who moved its adoption, which motion being duly seconded by Agencymember Jackman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agencymembers Fisher, Frohman, Jackman, Keating, O'Bryant,  
Chair Sabatino

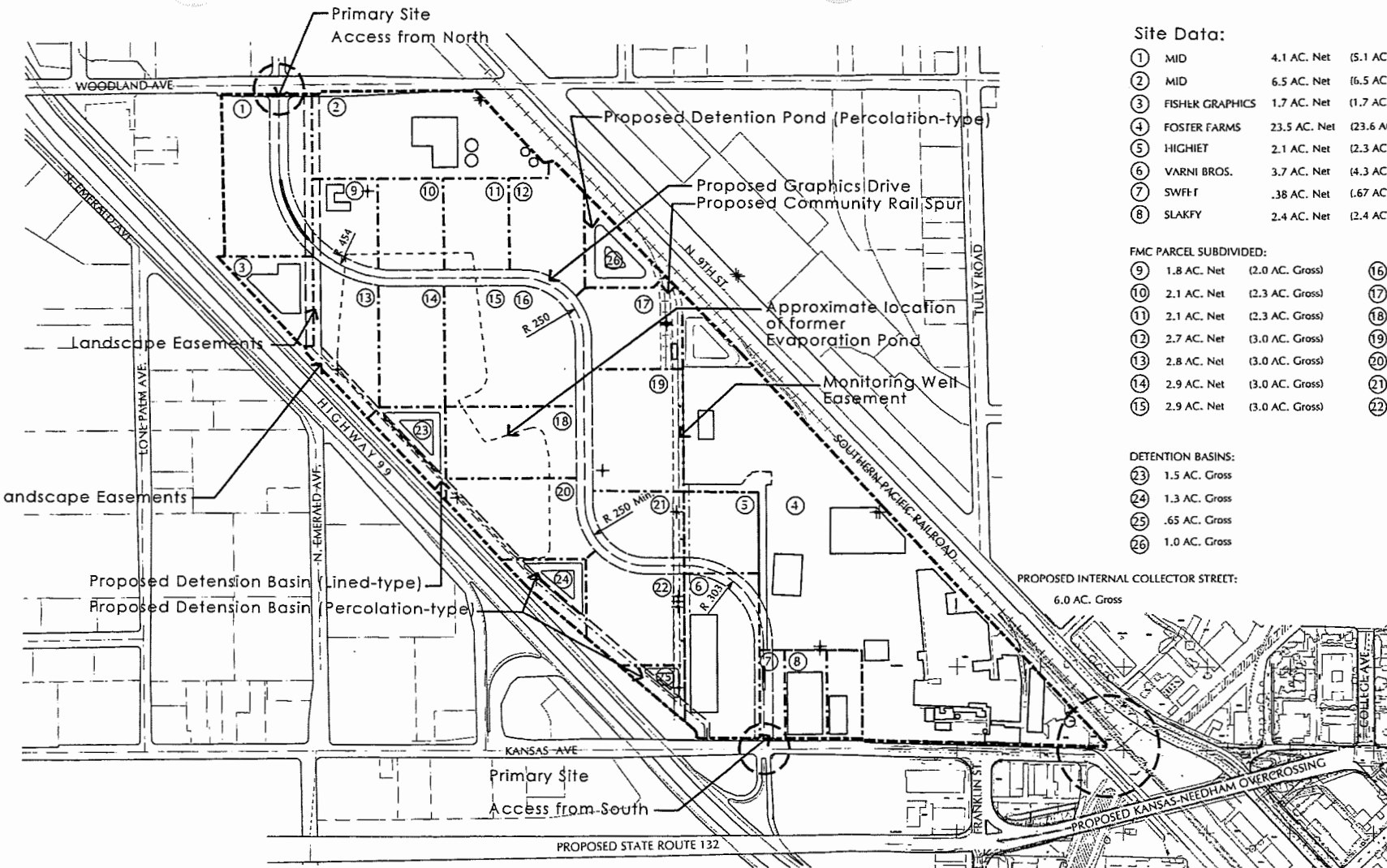
NOES: Agencymembers Conrad

ABSENT: Agencymembers None

ATTEST Jean Zahr  
Jean Zahr, Secretary

APPROVED AS TO FORM:

By Michael D. Milich  
Michael D. Milich, General Counsel



Site Data:

①	MID	4.1 AC. Net	(5.1 AC. Gross)
②	MID	6.5 AC. Net	(6.5 AC. Gross)
③	FISHER GRAPHICS	1.7 AC. Net	(1.7 AC. Gross)
④	FOSTER FARMS	23.5 AC. Net	(23.6 AC. Gross)
⑤	HIGHIET	2.1 AC. Net	(2.3 AC. Gross)
⑥	VARNI BROS.	3.7 AC. Net	(4.3 AC. Gross)
⑦	SWFH	.38 AC. Net	(.67 AC. Gross)
⑧	SLAKFY	2.4 AC. Net	(2.4 AC. Gross)

FMC PARCEL SUBDIVIDED:

⑨	1.8 AC. Net	(2.0 AC. Gross)	⑩	2.6 AC. Net	(3.1 AC. Gross)
⑩	2.1 AC. Net	(2.3 AC. Gross)	⑪	2.9 AC. Net	(3.1 AC. Gross)
⑪	2.1 AC. Net	(2.3 AC. Gross)	⑫	3.4 AC. Net	(3.6 AC. Gross)
⑫	2.7 AC. Net	(3.0 AC. Gross)	⑬	4.0 AC. Net	(4.3 AC. Gross)
⑬	2.8 AC. Net	(3.0 AC. Gross)	⑭	3.4 AC. Net	(3.6 AC. Gross)
⑭	2.9 AC. Net	(3.0 AC. Gross)	⑮	3.4 AC. Net	(3.6 AC. Gross)
⑮	2.9 AC. Net	(3.0 AC. Gross)	⑯	1.9 AC. Net	(2.3 AC. Gross)
			⑰	3.2 AC. Net	(3.5 AC. Gross)

DETENTION BASINS:

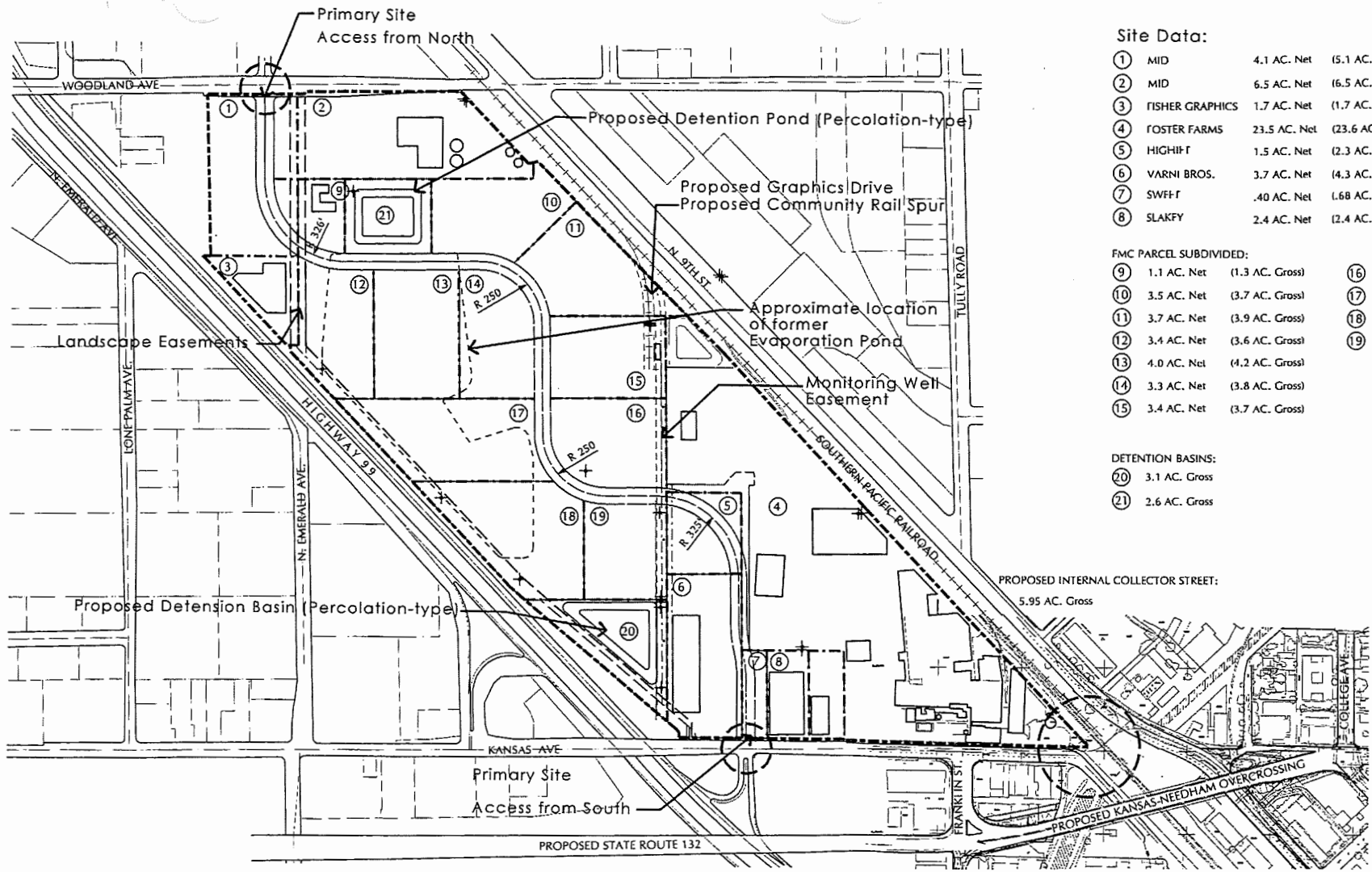
⑲	1.5 AC. Gross
⑳	1.3 AC. Gross
㉑	.65 AC. Gross
㉒	1.0 AC. Gross

PROPOSED INTERNAL COLLECTOR STREET:

6.0 AC. Gross

KANSAS WOODLAND BUSINESS PARK

Proposed Site Plan      Scenario A      Feb 03      1"=400'      LPA Sacramento, Inc.



Site Data:

①	MID	4.1 AC. Net	(5.1 AC. Gross)
②	MID	6.5 AC. Net	(6.5 AC. Gross)
③	FISHER GRAPHICS	1.7 AC. Net	(1.7 AC. Gross)
④	FOSTER FARMS	23.5 AC. Net	(23.6 AC. Gross)
⑤	HIGHH F	1.5 AC. Net	(2.3 AC. Gross)
⑥	VARNI BROS.	3.7 AC. Net	(4.3 AC. Gross)
⑦	SWFF F	.40 AC. Net	(.68 AC. Gross)
⑧	SLAKFY	2.4 AC. Net	(2.4 AC. Gross)

FMC PARCEL SUBDIVIDED:

⑨	1.1 AC. Net	(1.3 AC. Gross)	⑩	3.5 AC. Net	(4.0 AC. Gross)
⑩	3.5 AC. Net	(3.7 AC. Gross)	⑪	5.0 AC. Net	(5.2 AC. Gross)
⑪	3.7 AC. Net	(3.9 AC. Gross)	⑫	4.8 AC. Net	(4.9 AC. Gross)
⑫	3.4 AC. Net	(3.6 AC. Gross)	⑬	2.8 AC. Net	(3.1 AC. Gross)
⑬	4.0 AC. Net	(4.2 AC. Gross)			
⑭	3.3 AC. Net	(3.8 AC. Gross)			
⑮	3.4 AC. Net	(3.7 AC. Gross)			

DETENTION BASINS:

⑳	3.1 AC. Gross
㉑	2.6 AC. Gross

KANSAS WOODLAND BUSINESS PARK

Proposed Site Plan      Scenario B      Feb 03      1"=400'      LPA Sacramento, Inc.

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 4-2003**

**WAS NOT USED**

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 5-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF  
MODESTO (“RDA”) APPROVING THE RANKINGS FOR MASTER  
DEVELOPER FOR DEVELOPMENT OF KANSAS-WOODLAND BUSINESS  
PARK**

WHEREAS, on November 6, 2002, the RDA approved the terms and conditions of a Purchase Option for the 45-acre FMC property, located in the center of the proposed Kansas-Woodland Business Park (“Business Park”), and

WHEREAS, staff has been working concurrently on the following critical path items in order to move the proposed Kansas-Woodland Business Park Master Plan forward:

1. Execution and implementation of the Purchase Option Agreement with FMC.
2. Development of the Request For Proposal (RFP) process for securing a project developer, for consideration by the Agency.
3. Creation and eventual approval of a Specific Plan as the most effective and efficient land use regulatory tool for implementation of the Business Park, and

WHEREAS, as part of said Business Park project, Agency has also authorized and directed the Executive Director to distribute a Request for Proposal for selection of a Master Developer Team to develop said Business Park, and

WHEREAS, the RDA appointed a Selection Committee to review the proposals submitted in response to said Request for Proposal , and

WHEREAS, said Selection Committee reviewed the written proposals and oral presentations at their meeting of March 11, 2003 and recommended the following rankings of the proposers to the Agency:

1. Terrence J. Rose, Inc
2. Main Street Ventures, LLC

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Agency of the City of Modesto does hereby approve the rankings for the Master Developer as follows:

1. Terrence J. Rose, Inc
2. Main Street Ventures, LLC

BE IT FURTHER RESOLVED that the Redevelopment Agency of the City of Modesto does hereby authorize and direct its Executive Director to enter into negotiations with Terrence J. Rose, Inc. for a Development Agreement for the **“KANSAS-WOODLAND BUSINESS PARK PROJECT”**

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto, held on the 4<sup>th</sup> day of March, 2003, by Agencymember Jackman, who moved its adoption, which motion being duly seconded by Agencymember Frohman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agencymembers Fisher, Frohman, Jackman, Keating, O’Bryant,  
Mayor Sabatino

NOES: Agencymembers None

ABSENT: Agencymembers Conrad

ATTEST Jean Zahr  
Jean Zahr, Secretary

APPROVED AS TO FORM:

By Michael D. Milich  
Michael D. Milich, General Counsel

**REDEVELOPMENT AGENCY OF THE CITY OF MODESTO  
RESOLUTION NO. 6-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO AMENDING THE FY 02-03 AGENCY CAPITAL IMPROVEMENT BUDGET TO ACCEPT A LOAN OF \$602,000 FROM THE CITY OF MODESTO FOR THE PURPOSE OF FUNDING CERTAIN PUBLIC IMPROVEMENTS FOR THE GALLO ARTS CENTER**

WHEREAS, the Gallo Arts Center (Center) is a \$31 million project by the County of Stanislaus (County), planned for the block between 10th and 11th streets and H and I streets in downtown Modesto, which will feature a 1,200-seat theater, a 400-seat theater and art gallery, and

WHEREAS, at their hearing of February 4, 2003 the City Council approved providing funding support for the Center in the amount of \$1,030,000, and

WHEREAS, the City Council authorized use of various funding sources for the GAC improvements, including Sewer, Water, Storm Drain, Technical Equipment Replacement Funds, and recommended use of redevelopment tax increment revenues for eligible street and streetscape improvements, and

WHEREAS, City staff has determined that said tax increment revenue portion of the total funding support is equal to \$602,000, and

WHEREAS, the current debt obligation of the Modesto Redevelopment Agency (Agency) exceeds the Agency's annual net tax increment revenue, and

WHEREAS, the City of Modesto and the Agency have established FY 02-03 budget policies whereby the City of Modesto can advance money to the Agency, and

WHEREAS, the City Council of the City of Modesto has agreed to advance the amount of \$602,000 to the Agency, and

WHEREAS, the City has determined that the amount of said loan to be allocated to reimbursement of the County and City for construction of curb, gutter and streetscape improvements for said Center is \$473,000 and \$129,000, respectively, as reflected in Exhibits A and B, which are attached hereto and made a part hereof by this reference, and

WHEREAS, the proposed loan was reviewed by the Finance Committee at their meeting of February 24, 2003 and was recommended for approval to the Agency.

NOW, THEREFORE, BE IT RESOLVED by the members of the Redevelopment Agency of the City of Modesto that the FY 02/03 Budget is hereby amended creating a new Capital Improvement Project, Q260 titled "Gallo Arts Center Public Improvements" and approving acceptance of a loan in the amount of \$602,000 from the City of Modesto subject to the following:

1. City of Modesto General Fund Contingency Reserve shall be reduced by \$602,000 (Account No. 0100-800-8000-8003).
2. Said \$602,000 shall be placed into the Modesto Redevelopment Agency Capital Improvement Project – Gallo Arts Center Public Improvements (Account No. 9080-140-Q260).
3. The Finance Director shall take appropriate steps to document the indebtedness owed by the Agency to the City of Modesto, including principal and interest at 7% per annum.
4. Said documentation shall show the date of each draw down.
5. Repayment of the principal and interest of said loan will be made in accordance with the provisions of the policies set-forth in the FY 02/03 Budget.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized to negotiate an agreement with the County of Stanislaus in the amount of \$473,000 for reimbursement of costs associated with construction of public improvements relating to the Gallo Arts Center, subject to subsequent approval by the Agency.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 4<sup>th</sup> day of March, 2003, by Agency member Fisher, who moved its adoption, which motion being duly seconded by Agency member Frohman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency members: Fisher, Frohman, Jackman, Keating, O'Bryant,  
Chair Sabatino

NOES: Agency members: None

ABSENT: Agency members: Conrad

ATTEST: Jean Zahr  
JEAN ZAHR, Secretary

APPROVED AS TO FORM:

Michael D. Milich  
MICHAEL D. MILICH, General Counsel

## STREET CIP ESTIMATE

PERFORMING ARTS IMPROVEMENTS - OPTION 1A				DATE:	2/26/2003
ESTIMATE BY: D. Phillips					
ASPHALT OVERLAY THICKNESS				0 FT =	0.00 IN
BASE THICKNESS				0 FT =	0.00 IN
NO.	DESCRIPTION	QUANTITY	UNITS	UN/PRICE	EXTENSION
1	REMOVE AND REPLACE CURB AND GUTTER	1050	LF	20.00	21,000
2	SIDEWALK - 3' BROOM	1560	SF	5.00	7,800
3	SIDEWALK - LITHOCRETE	3640	SF	16.00	58,240
4	SIDEWALK - EXPOSED AGGREGATE	4900	SF	7.00	34,300
5	DRIVEWAY APPROACHES	700	SF	6.00	4,200
6	HANDICAPPED RAMPS	3	EA	2,000.00	6,000
7	I STREET PAVERS PLUS CONCRETE BORDER	1575	SF	16.00	25,200
8	I STREET BOLLARDS	9	EA	1,000.00	9,000
9	STREET TREES (City O&M)	33	EA	0.00	0
10	POTTED TREES ON 11TH STREET	12	EA	1,000.00	12,000
11	DRAIN INLETS	3	EA	2,000.00	6,000
12					0
13	CLEAN & FLUSH STORM DRAIN PIPE (City O&M)	2000	LF	0.00	0
14	CLEAN & FLUSH SANITARY SEWER PIPE (City O&M)	1000	LF	0.00	0
15	REMOVE 6" SANITARY SEWER PIPE (City O&M)	800	LF	0.00	0
16	INSTALL 8" VCP (City O&M)	50	LF	0.00	0
17	REMOVE 4" CIP WATERLINE	200	LF	2.00	400
18					0
19	STREET LIGHTS - ENTIRE BLOCK	26	EA	3,500.00	91,000
20	STREET LIGHTS - SPECIAL FOUNDATION ON 11TH ST	4	EA	5,000.00	20,000
21	MODIFY TRAFFIC SIGNAL 10TH AND I STREETS	0	LS	5,000.00	0
22	MODIFY TRAFFIC SIGNAL 11TH AND I STREETS	0	LS	5,000.00	0
23					0
24					0
25	TRAFFIC CONTROL	1	LS	15,000.00	15,000
26					0
27	BUDGET CONTINGENCY	20	PCT.	0.20	62,028
<b>EXPENDITURE CODE</b>					
CONSTRUCTION CONTRACT		6040			372,168
				PERCENT	
ENGINEERING/DESIGN/ADMINISTRATION		6010		12%	44,660
CONSTRUCTION ADMINISTRATION		6060		10%	37,216
CONSTRUCTION CONTINGENCY		6050		5%	18,608
ENVIRONMENTAL		6001			
UTILITY RELOCATIONS		6020			
RIGHT OF WAY		6030			
OTHER		6070			
<b>PROJECT TOTAL</b>					<b>\$473,000</b>

## STREET CIP ESTIMATE

PERFORMING ARTS IMPROVEMENTS - MANDATORY CITY IMPROVEMENTS					
ESTIMATE BY: D. Phillips			DATE:	3/14/2003	
ASPHALT OVERLAY THICKNESS		0.2 FT =	2.40 IN		
BASE THICKNESS		0 FT =	0.00 IN		
NO.	DESCRIPTION	QUANTITY	UNITS	UN/PRICE	EXTENSION
1	AC GRINDING - 10TH STREET	2660	SY	6.00	15,960 *
2	AC GRINDING - 11TH STREET	2660	SY	6.00	15,960 *
3	AC OVERLAY - 10TH STREET	23940	SF	1.00	23,940 *
4	AC OVERLAY - 11TH STREET	23940	SF	1.00	23,940 *
5	INSTALL 12" PVC WATERLINE	500	LF	80.00	40,000
6	INSTALL TWO WATER SERVICES	100	LF	50.00	5,000
7					0
8	RELOCATE FIBER OUT OF ALLEY	1	LS	173,500.00	173,500
9	RELOCATE STREET LIGHT CIRCUIT OUT OF ALLEY	1	LS	5,000.00	5,000
10					0
11	STREET TREES (City O&M)	33	EA	1,500.00	49,500
12	CLEAN & FLUSH STORM DRAIN PIPE (City O&M)	2000	LF	1.00	2,000
13	CLEAN & FLUSH SANITARY SEWER PIPE (City O&M)	1000	LF	1.00	1,000
14	INSTALL 10" VCP (City O&M)	50	LF	60.00	3,000
15					0
16	TRAFFIC CONTROL	1	LS	5,000.00	5,000 *
17					0
18	BUDGET CONTINGENCY	20	PCT.	0.20	72,760 *
<b>EXPENDITURE CODE</b>					
CONSTRUCTION CONTRACT		6040			436,560
				PERCENT	
ENGINEERING/DESIGN/ADMINISTRATION		6010		12%	52,387
CONSTRUCTION ADMINISTRATION		6060		10%	43,656
CONSTRUCTION CONTINGENCY		6050		5%	21,828
ENVIRONMENTAL		6001			
UTILITY RELOCATIONS		6020			
RIGHT OF WAY		6030			
OTHER		6070			
<b>PROJECT TOTAL</b>					<b>\$554,000</b>
<b>*PORTION OF MANDATORY COSTS FUNDED BY RDA:</b>					
1	AC GRINDING - 10TH STREET	2660	SY	6.00	15,960 *
2	AC GRINDING - 11TH STREET	2660	SY	6.00	15,960 *
3	AC OVERLAY - 10TH STREET	23940	SF	1.00	23,940 *
4	AC OVERLAY - 11TH STREET	23940	SF	1.00	23,940 *
16	TRAFFIC CONTROL	1	LS	5,000.00	5,000 *
18	BUDGET CONTINGENCY	20	PCT.	0.20	16,960
<b>EXPENDITURE CODE</b>					
CONSTRUCTION CONTRACT		6040			101,760
				PERCENT	
ENGINEERING/DESIGN/ADMINISTRATION		6010		12%	12,211
CONSTRUCTION ADMINISTRATION		6060		10%	10,176
CONSTRUCTION CONTINGENCY		6050		5%	5,088
ENVIRONMENTAL		6001			
UTILITY RELOCATIONS		6020			
RIGHT OF WAY		6030			
OTHER		6070			
<b>PROJECT TOTAL</b>					<b>\$129,000</b>

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 7-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF  
MODESTO AMENDING THE DISPOSITION AND DEVELOPMENT  
AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF  
THE CITY OF MODESTO AND VALLEY TOWER, LLC, A LIMITED  
LIABILITY COMPANY**

**WHEREAS**, the Redevelopment Agency of the City of Modesto (the “Agency”) is carrying out the Redevelopment Plan (the “Redevelopment Plan”) for the Modesto Redevelopment Project (the “Redevelopment Project”), and

**WHEREAS**, the Agency on October 10, 2000, approved a Disposition and Development Agreement (the “DDA”) with Valley Tower, LLC, a California limited liability company whose members are John B. Hinchey, an individual, and Roger K. Rempfer (the “Developer”), providing for the acquisition and sale of certain property located within the Redevelopment Project Area at the southwest corner of 10<sup>th</sup> & H Streets (the “Site”), and development of the Site with a multi-story commercial office structure, consisting of subterranean parking, ground floor retail uses, above-ground parking, and a five-story commercial office building located above the above-ground parking, together with appurtenant landscaping improvements and additional on-street parking spaces (the “Office Project”), and

**WHEREAS**, since the DDA was approved, the Developer has been working with potential tenants and lenders to ensure a reasonable level of occupancy in the Office Project prior to starting construction and to obtain loan financing for said Office Project, and

**WHEREAS**, the Developer has been unable to obtain either the level of tenancy or the required project financing, and

**WHEREAS**, the Agency desires to amend the conditions of said DDA which document is entitled "First Amendment to the DDA" (the "Amended DDA") to allow additional time for the Developer to complete said Office Project. Said Amended DDA is attached hereto as "Exhibit A" and made a part hereof by this reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Redevelopment Agency of the City of Modesto that the Disposition and Development Agreement with Valley Tower, LLC, a California limited liability company whose members are John B. Hinchey, an individual, and Roger K. Rempfer, is hereby amended as follows:

The following actions shall be taken on or before the Termination Date:

1. Developer shall provide to the Agency written evidence of sufficient equity capital and mortgage financing for said Office Project on or before July 31, 2003. Should Developer fail to provide said capital and mortgage financing evidence by July 31, 2003, then and in that event, said DDA and said Amended DDA shall be terminated as of July 31, 2003.
2. The Termination Date of said DDA and said Amended DDA shall be extended to December 31, 2003, based on the following conditions:
  - a. On or before December 31, 2003, a full and complete application for a City of Modesto building permit shall be submitted for plan review for construction of the building foundation. Note: A permit application for site work, grading and drainage and/or utilities is not sufficient to satisfy this condition.

- b. If said building permit application is not submitted on or before December 31, 2003, said DDA and said Amended DDA shall be considered terminated as of December 31, 2003
3. Agency has provided for an updated property appraisal for said Site, at Agency's sole expense. Said Site consists of four (4) parcels which are more particularly described as Assessor's Parcel Numbers: 106-42-01; 106-42-02; 106-42-03; 106-42-04. The updated land appraisal for said parcels has been set at a total property value of Six Hundred, Thirty Thousand Dollars (\$630,000) for all four (4) parcels of the Project site. Developer agrees to pay to the Agency \$630,000 for fair and just compensation for said Project site in accordance with the terms and conditions of said DDA and said Amended DDA.
4. Developer agrees to provide Agency with a 99-year leasehold interest in the parking garage for the 103 spaces constructed as replacement parking spaces for those spaces located within the existing City-owned parking lot on said Site.

**BE IT FURTHER RESOLVED** by the Redevelopment Agency of the City of Modesto that the Executive Director is hereby authorized and directed to execute any and all documents related to and/or required by said Amendment to the Disposition and Development Agreement



# EXHIBIT A

## FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (hereinafter referred to as the "First Amendment") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, a public body, corporate and politic (the "Agency"), and VALLEY TOWERS, LLC, a Limited Liability Company (the "Developer").

### Recitals

A. The Agency and the Developer have heretofore entered into a Disposition and Development Agreement (the "DDA"), dated as of October 10, 2000, pursuant to which the Developer agreed to, among other things, acquire certain real property located at the southwest corner of 10<sup>th</sup> Street and H Street (the "Site") from the Agency and develop and construct an office complex and parking garage referred to as the Valley Towers (the "Office Project").

B. The Developer and the Agency now desire to make certain modifications to the DDA in light of changed conditions and current conditions and circumstances and the further planning and decisions of the parties.

### Agreements

#### 1. Purpose of this First Amendment

The purpose of this First Amendment is to amend, effectuate and implement the DDA by making certain changes necessary to reflect the further planning and decision of the parties in light of changed conditions and circumstances following execution of the DDA.

#### 2. Sale and Purchase

Section 201 of the DDA is hereby amended in its entirety to read as follows:

##### A. [§201]

The Agency shall use its best reasonable efforts to acquire the real property comprising the Site from the City. Such acquisition shall be on such terms and conditions mutually agreeable to the Agency and City; provided the Agency shall

acquire the Site for a purchase price or other consideration equal to the fair market value of the Site, which is currently estimated to be SIX HUNDRED, THIRTY THOUSAND AND NO DOLLARS (\$630,000) (the "Agency's Acquisition Price"). The Agency agrees to keep the Developer continually informed of the status of its acquisition of the property comprising the Site.

Upon such acquisition, and in accordance with and subject to all the terms, covenants and conditions of this Agreement, the Agency agrees to sell, and the Developer agrees to purchase for development, the Site. As consideration for the Site, the Developer agrees to construct the Parking Garage (as defined in the Scope of Development (Attachment No. 4 hereto)) on the Site, and provide public parking spaces within the Parking Garage pursuant to the Parking Agreement to be entered into between the Developer and the City as provided for in Section 704 of this Agreement. As security for the performance by Developer of its obligations hereunder, the Developer shall execute and deliver to the Agency a promissory note (the "Note") in favor of the Agency in the principal amount equal to SIX HUNDRED, THIRTY THOUSAND AND NO DOLLARS (\$630,000). The Note shall be secured by a deed of trust (the "Deed of Trust") to be recorded against the Site. As a condition to and concurrently with the close of escrow for conveyance of the Site to the Developer, the Developer shall execute and deliver the Note and the Deed of Trust to the Agency in forms substantially as set forth in Attachments Nos. 6 and 7, respectively, hereto.

If, despite its good faith efforts, Developer is unable to secure construction or permanent financing from an acceptable lender because any such lender will not agree to provide such construction or permanent financing as a first lien on the Site, with the Note and Deed of Trust recorded as a subordinated second lien against the Site, then in lieu of the Deed of Trust provided for above, the Agency agrees to accept personal guarantees from one or more of the individual members of the Developer entity; provided the Developer shall demonstrate good faith efforts by attempting to secure such financing from at least three (3) banks or financial institutions doing business in California; and provided, further, that any such guarantees shall be executed and delivered to the Agency in such form and content as is acceptable to the Agency; and provided, further, that the individual members delivering such guarantees shall cooperate with, and provide to, the Agency a financial statement showing a net worth of not less than \$630,000 (individually or collectively), together with any information or evidence requested by the Agency to verify said level of net worth. In such event, the personal guarantees shall be executed and delivered prior to and as a condition to close of escrow, and all references in this Agreement to the Deed of Trust shall be deemed to be modified accordingly to mean and refer to the personal guarantees (and the form of Note shall also be modified accordingly). Said personal guarantee(s) shall provide, among other things, that each guarantor's obligations under its guarantee shall be satisfied and the guarantee(s) shall be returned to the guarantor(s) upon any of the following: (i) satisfaction of Developer's obligations under this

Agreement with respect to construction of the improvements on the Site and the Parking Agreement provided for under Section 704 of this Agreement, or (ii) payment in full of all amounts owed by Developer under the Note, or (iii) acceptance by the Agency of a grant deed conveying the Site back to the Agency in the event that, as a result of a default by the Developer hereunder, the Agency exercises its option to repurchase the Site pursuant to Section 512 of this Agreement. In the event the members providing the personal guarantees fail to satisfy the conditions and criteria set forth above (e.g., if the members are unable to provide satisfactory evidence of net worth of not less than \$630,000), then the Developer shall be required to provide alternative security acceptable to the Agency, such as an unconditional and irrevocable letter of credit in favor of the Agency.

3. Section 209 of the DDA is hereby amended in its entirety to read as follows:

[§209] Title Insurance

Concurrently with recordation of the grant deed, First American Title Company or some other title insurance company satisfactory to the Agency and the Developer having equal or greater financial responsibility ("Title Company"), shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the fee simple title is vested in the Developer in the condition required by Section 206 of this Agreement. The Title Company shall provide the Agency with a copy of the title insurance policy and the title insurance policy shall be in an amount not less than SIX HUNDRED, THIRTY THOUSAND AND NO DOLLARS (\$630,000). At the same time, the Title Company shall provide and deliver to the Agency CLTA standard form of lender's policy of title insurance insuring the Agency of the validity and the priority of the lien of the Agency's Deed of Trust upon the Site, subject only to matters of record approved by the Agency in writing. The Title Company shall provide the Developer with a copy of the title insurance policy issued to the Agency and the title insurance policy shall be in the principal amount of the Note for the Site.

The Agency shall pay only for that portion of the title insurance premium attributable to a C.L.T.A. standard form policy of title insurance in the amount of SIX HUNDRED, THIRTY THOUSAND AND NO DOLLARS (\$630,000). The Developer shall pay for all other premiums for title insurance coverage or special endorsements, such as an ALTA title insurance policy if requested by the Developer.

Concurrently with the recording of the grant deed conveying title to the Site, the Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development

costs of the improvements to be constructed upon the Site. The Developer shall pay the entire premium for any such increase in coverage requested by it.

4. Section 704, Paragraph 6 of the DDA is hereby amended in its entirety to read as follows:

[§704] Parking Agreement

6. The Parking Garage shall be owned and operated by the Developer as a private parking garage, subject to the public parking rights set forth above. Consequently, the Developer shall have the right, from time to time, during the term of the Parking Agreement, to reconfigure, add or delete the number of parking spaces within the Parking Garage; provided, any such changes shall be undertaken and completed at the sole cost and expense of the Developer and shall be subject to and conform with any applicable City codes, rules and regulations relating to parking structures within the City; and provided, further, than any such changes shall not cause any reduction in the number of or affect the general location or availability of the Designated Public Parking Spaces to be provided within the Parking Garage, or the use and availability of the remaining spaces within the Parking Garage for public parking as provided above, without the prior express approval of the City.

The Parking Agreement shall be in such form and content as agreed to between the City and Developer, shall be in effect for a period of not less than ninety-nine (99) years, and shall be recorded against the Site prior to and as a condition precedent to issuance of a Certificate of Completion by the Agency pursuant to Section 323 of this Agreement and release of the lien under the Note and Deed of Trust.

5. Attachment 3 - Schedule of Performance

Items ~~1, 4, 5, 5A, 11 and 17~~ of the Schedule of Performance (Attachment No. 3 to the DDA), are hereby amended in their entirety to read as follows:

	<u>Action</u>	<u>Date</u>
1.	<u>Execution and Delivery of Agreement by Developer.</u> The Developer shall execute and deliver this Agreement to the Agency.	Not later than July 25, 2003

- |     |  |  |
|-----|--|--|
| 4.  | <u>Submission – Preliminary Site Plan.</u><br>The Developer shall prepare and submit to the Agency for review and approval Preliminary Site Plan containing the preliminary plan for development of the Site. (Section 303)  | Submitted for Approval   |
| 5.  | <u>Approval – Preliminary Site Plan.</u> The Agency shall approve or disapprove the Developer’s Preliminary Site Plan. (Section 303)   | Agency has approved Preliminary Site Plan  |
| 5A. | <u>Submission – Full and Complete Plans and Application for Building Permit for Building Foundation.</u> The Developer shall prepare and submit to the City of Modesto for review and approval full project plans and all required documents for the foundation building permit for development of the Site. (Section 303) | On or before December 31, 2003.<br><br>If not submitted by December 31, 2003, the DDA and this Amended DDA will terminate.                                   |
| 11. | <u>Submission--Evidence of Equity Capital and Mortgage Financing.</u> The Developer shall submit to the Agency for review and approval evidence of equity capital and mortgage financing necessary for acquisition and development of the Site. (Section 215)  | On or before July 31, 2003.<br><br>If not submitted by July 31, 2003, the DDA and this Amended DDA will terminate.   |
| 17. | <u>Close of Escrow.</u> The Agency shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. (Section 204)  | Within 18 months after opening of escrow, but in no event beyond December 31, 2004. If the conveyance is not complete by said date, this DDA will terminate. |

13. Force and Effect

The effective date of this First Amendment shall be the date that this First Amendment is signed by the Agency. Except as modified and amended by this First Amendment, all other provisions of the DDA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first above written.

**AGENCY:**

\_\_\_\_\_, 2003

REDEVELOPMENT AGENCY OF THE  
CITY OF MODESTO

By \_\_\_\_\_  
Jack R. Crist, Executive Director

By \_\_\_\_\_  
Jean Zahr, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael D. Milich, General Counsel

-AND-

**DEVELOPER:**

VALLEY TOWERS, LLC, a Limited Liability  
Company

\_\_\_\_\_, 2003

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

Its: \_\_\_\_\_

\_\_\_\_\_, 2003

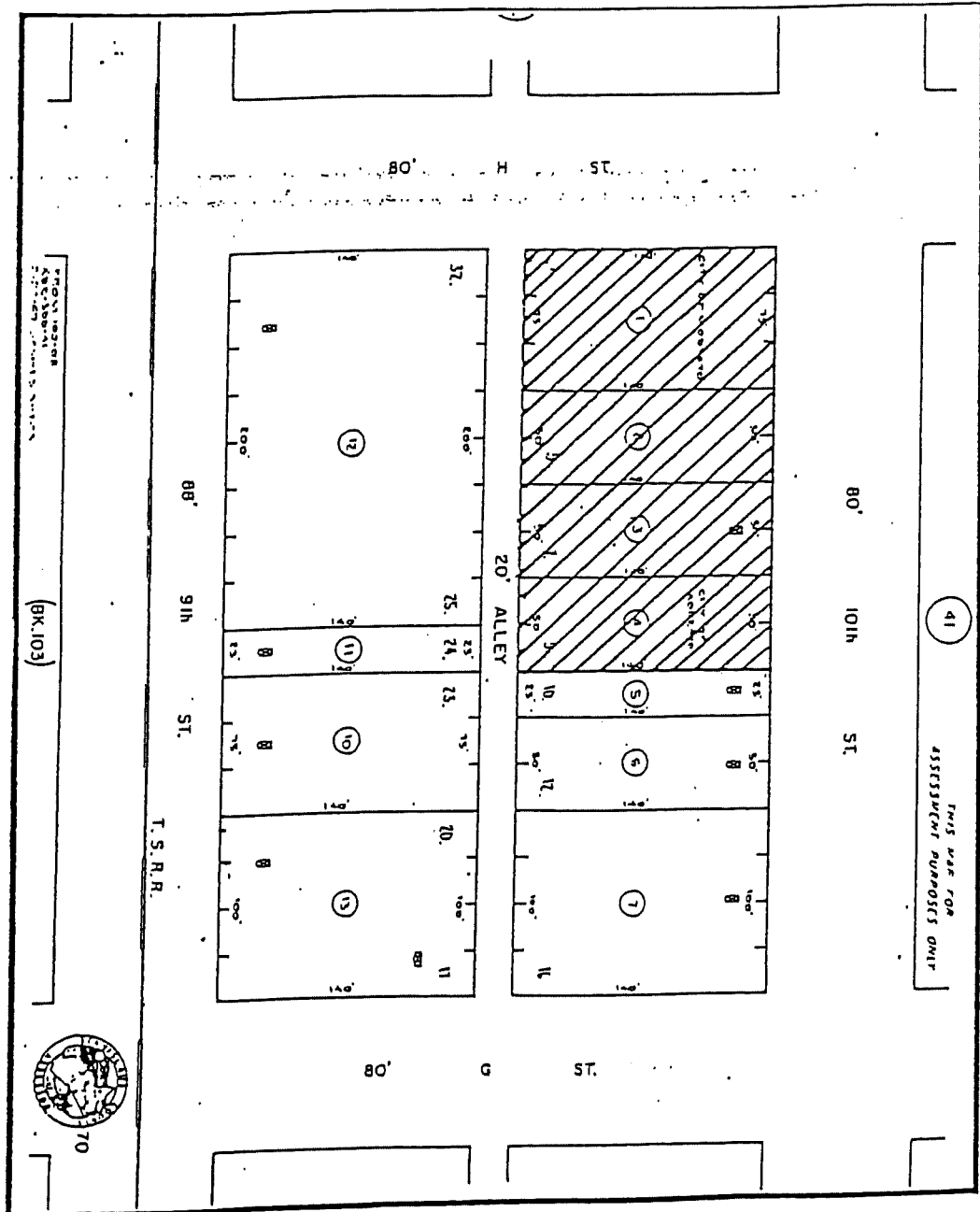
By: \_\_\_\_\_

Its: \_\_\_\_\_

# ATTACHMENT NO. 1

## Map of the Site

The City-owned property currently used for public parking, as shown below:



HINCHEY-BRAY - SITE MAP



**REDEVELOPMENT AGENCY  
RESOLUTION NO. 8- 2003**

**A RESOLUTION ADOPTING THE ANNUAL REDEVELOPMENT BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2004**

WHEREAS, pursuant to the Charter of the City of Modesto, a proposed budget for the 2003-04 Fiscal Year has been submitted to the Redevelopment Agency by the City Manager and the Redevelopment Agency has made such revisions as it has deemed advisable, and

WHEREAS, in accordance with the City Charter, a public hearing has been held upon the adoption of the proposed budget, and

WHEREAS, copies of the proposed budget have been and are available for inspection by the public at the office of the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto that the Fiscal Year 2003-2004 Annual Budget is hereby adopted.

BE IT FURTHER RESOLVED that the Treasurer 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 Redevelopment Agency of the City of Modesto held on the 24th day of June, 2003, by Agencymember Frohman, who moved its adoption, which motion being duly seconded by Agencymember Keating, was upon roll call carried and the resolution adopted by the following votes:

AYES: Agencymembers: Conrad, Fisher, Frohman, Jackman, Keating, O'Bryant, Chair Sabatino

NOES: Agencymembers: None

ABSENT: Agencymembers: None

ATTEST: Jean Zahr  
JEAN ZAHR, Secretary

(seal)

APPROVED AS TO FORM:

By: MIKE MILICH  
MIKE MILICH, General Counsel

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 9-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (“RDA”) APPROVING CONTRACT AMENDMENTS FOR LPA SACRAMENTO, WILLDAN ASSOCIATES AND EIP ASSOCIATES TO COMPLETE THE SPECIFIC PLAN, SUBDIVISION MAP AND ENVIRONMENTAL DOCUMENTS FOR DEVELOPMENT OF THE KANSAS WOODLAND BUSINESS PARK AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID CONTRACT AMENDMENTS.**

WHEREAS, on November 6, 2002, the RDA approved the terms and conditions of a Purchase Option for the 45-acre FMC property, located in the center of the proposed Kansas-Woodland Business Park (“Business Park”), and

WHEREAS, staff has been working concurrently on the following tasks in order to move the proposed Business Park development forward:

1. Completion of the following Specific Plan items:
  - a. Design & Use Guidelines and Standards
  - b. Traffic study and traffic mitigation measures
  - c. Conceptual infrastructure and design plans
  - d. Financing Plan
  - e. Tentative Subdivision Map
2. Completion of the Focused Environmental Impact Report (EIR), and

WHEREAS, as part of said Business Park project, Agency has also authorized and directed the Executive Director to contract with certain outside service providers to complete said Business Park project tasks listed above, and

WHEREAS, in order to complete said Business Park project tasks, the following contract amendments must be authorized:

1. EIP Associates – Contract Amendment: \$69,691 CEQA/EIR preparation as follows:
  - a. Draft of Focused EIR, including traffic mitigation measures
  - b. Respond to all comments, produce report & provide staff support for EIR process
  - c. Complete Final Focused EIR and CEQA requirements
2. LPA Sacramento – Contract Amendment: \$34,480 Urban design/architecture as follows:
  - a. Business park design and landscape architecture
  - b. Final Design and Use Standards, including drainage design
  - c. Draft and Final Specific Plan
  - d. Assist with Tentative and Final Subdivision Map production
  - e. Assist with coordination of CEQA work in conjunction with Specific Plan

3. Willdan Associates – Contract Amendment: \$81,900 Civil Engineering as follows:
- a. Infrastructure design, including roads, water, sanitary sewer and storm drainage
  - b. Assist with Draft and Final Specific Plan
  - c. Create Tentative and Final Subdivision Map
- Note: The civil engineering work will complete the documents outlined above. The production of improvement plans will be an additional cost

**NOW, THEREFORE, BE IT RESOLVED** that the Redevelopment Agency of the City of Modesto does hereby approve the Contract Amendments which are attached hereto as “Exhibit A” and made a part hereof by this reference for the following service providers in the amounts shown below:

- 1. EIP Associates - \$69,691
- 2. LPA Sacramento - \$34,480
- 3. Willdan Associates - \$81,900

**BE IT FURTHER RESOLVED** that the Redevelopment Agency of the City of Modesto does hereby authorize and direct its Executive Director to execute said Contract Amendments for the development of the Kansas-Woodland Business Park project.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto, held on the 22<sup>nd</sup> day of July, 2003, by Agencymember Fisher who moved its adoption, which motion being duly seconded by Agencymember Jackman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agencymembers: Conrad, Fisher, Frohman, Jackman, Keating, O’Bryant, Agency Chair Sabatino

NOES: Agencymembers None

ABSENT: Agencymembers None

ATTEST Jean Zahr  
Jean Zahr, Secretary

APPROVED AS TO FORM:

By Michael D. Milich  
Michael D. Milich, General Counsel

**FIRST AMENDMENT TO  
STANDARD CONSULTANT AGREEMENT**

This Amendment to Agreement, made and entered into in the City of Modesto, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, a public body, corporate and politic, hereinafter referred to as "AGENCY", and LPA, SACRAMENTO, a California Corporation, hereinafter referred to as "CONSULTANT".

This First Amendment to Agreement is made with reference to the following recitals:

A. An Agreement was entered into by and between AGENCY and CONSULTANT on the 10th day of April, 2002, for Kansas-Woodland Business Park project.

CITY and CONSULTANT desire to further amend the provisions of said Agreement to provide the following description of services and associated costs as described in Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereto mutually agree that paragraph 3 of said Agreement be amended to include the following:

3. COMPENSATION.

CONSULTANT agrees to accept a sum not to exceed \$34,480 as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement.

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

Within ten (10) days after delivery and approval of the acceptance of the work performed. Payment may be made in phases as the project progresses.

Section 3. Force and Effect

Except as modified and amended by this Amendment to Agreement, all other provisions of the Consultant's Agreement shall remain unchanged and in full force and effect.

///

**IN WITNESS WHEREOF**, the Modesto Redevelopment Agency, a public body, corporate and politic, has authorized the execution of this Agreement in duplicate by its Executive Director and attestation by its Secretary under authority of Resolution No. \_\_\_\_\_, adopted by the Modesto Redevelopment Agency on the \_\_\_\_ day of \_\_\_\_\_, 2003, and has caused this agreement to be duly executed.

"AGENCY"

"CONSULTANT"

Redevelopment Agency of the City of Modesto

LPA Sacramento

By \_\_\_\_\_  
JACK R. CRIST  
Executive Director

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
MICHAEL D. MILICH  
General Counsel

FEDERAL ID# \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
JEAN ZAHR  
Agency Secretary

(SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
BEN BANKARD  
Acting Risk Manager

# EXHIBIT A

The project scope has been expanded to include the following tasks:

**Kansas Woodland Business Complex  
6850002**

LPA Sacramento, Inc.  
6/23/2003

Task	Start Date	End Date	Alan Porter		Tim Miles		Alyssa Dietz		Direct Costs	Cost/Phase
			Hours	Cost	Hours	Cost	Hours	Cost		
			\$150	\$70	\$70	\$45				
Team conference calls	6/23/2003	12/16/2003	10	\$1,500		\$0		\$0		\$1,500
Team meetings	6/23/2003	12/16/2003	12	\$1,800		\$0		\$0		\$1,800
Finalize Site Plan inc. drainage	6/23/2003	7/3/2003	6	\$900		\$0		\$0		\$900
Meeting w Terrence Rose in Modesto	6/27/2003	6/27/2003	8	\$1,200		\$0		\$0		\$1,200
Specific Plan Graphics	6/23/2003	7/13/2003		\$0	50	\$3,500	50	\$2,250		\$5,750
Specific Plan Text	6/23/2003	7/13/2003	32	\$4,800	40	\$2,800	40	\$1,800		\$9,400
Submit Administrative Draft	7/14/2003	7/14/2003		\$0		\$0	2	\$90		\$90
Review & Comment Period by City	7/14/2003	7/28/2003								\$0
Revisions to Administrative Draft	7/28/2003	8/11/2003	6	\$900	32	\$2,240	40	\$1,800		\$4,940
Submit Draft Specific Plan	8/12/2003	8/12/2003		\$0		\$0	2	\$90		\$90
Public Review & Comment Period	8/13/2003	9/24/2003								\$0
Create Power Point presentation	9/24/2003	11/4/2003	8	\$1,200		\$0	40	\$1,800		\$3,000
Prepare for Charette	9/24/2003	11/4/2003	6	\$900	6	\$420		\$0		\$1,320
Charette for Stakeholders	11/5/2003	11/5/2003	6	\$900	6	\$420		\$0		\$1,320
Revisions to Final Specific Plan	11/5/2003	12/16/2003	6	\$900	32	\$2,240	32	\$1,440		\$4,580
Submit Specific Plan	12/17/2003	12/17/2003		\$0		\$0	2	\$90		\$90
Present to Economic Dev Com			4	\$600		\$0		\$0		\$600
Present to Planning Com			4	\$600		\$0		\$0		\$600
Present to City Council			4	\$600		\$0		\$0		\$600
			86		166		208			
<b>Totals</b>				\$12,900		\$11,620		\$9,360		\$34,480

**SECOND AMENDMENT TO  
STANDARD CONSULTANT AGREEMENT**

This Amendment to Agreement, made and entered into in the City of Modesto, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, a public body, corporate and politic, hereinafter referred to as "AGENCY", and WILLDAN, a California Corporation, hereinafter referred to as "CONSULTANT".

This Second Amendment to Agreement is made with reference to the following recitals:

A. An Agreement was entered into by and between AGENCY and CONSULTANT on the 12 day of October, 2001, and amended on the 17<sup>th</sup> day of March, 2003, for the Kansas-Woodland Business Park project.

CITY and CONSULTANT desire to further amend the provisions of said Agreement to provide the following description of services and associated costs as described in Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereto mutually agree that paragraph 3 of said Agreement be amended to include the following:

3. COMPENSATION.

CONSULTANT agrees to accept a sum not to exceed \$81,900 as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement.

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

Within ten (10) days after delivery and approval of the acceptance of the work performed. Payment may be made in phases as the project progresses.

Section 3. Force and Effect

Except as modified and amended by this Amendment to Agreement, all other provisions of the Consultant's Agreement shall remain unchanged and in full force and effect.

///

**IN WITNESS WHEREOF**, the Modesto Redevelopment Agency, a public body, corporate and politic, has authorized the execution of this Agreement in duplicate by its Executive Director and attestation by its Secretary under authority of Resolution No. \_\_\_\_\_, adopted by the Modesto Redevelopment Agency on the \_\_\_\_ day of \_\_\_\_\_, 2003, and has caused this agreement to be duly executed.

"AGENCY"

Redevelopment Agency of the City of Modesto

By \_\_\_\_\_  
JACK R. CRIST  
Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
MICHAEL D. MILICH  
General Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_  
JEAN ZAHR  
Agency Secretary

APPROVED AS TO FORM:

By \_\_\_\_\_  
DONALD N. NORRIS  
Risk Manager

"CONSULTANT"

Willdan

By \_\_\_\_\_

By \_\_\_\_\_

FEDERAL ID# \_\_\_\_\_

(SEAL)

## **EXHIBIT A**

The project scope has been expanded to include the following tasks:

### **City of Modesto** **Kansas Avenue Business Park**

**Willdan Scope of Work**  
Projected through December 31, 2003

#### **Task 1.** Pre Project Planning Support

This task shall consist of assisting the City of Modesto's Project Management Team in the early and initial planning phase of the project. This part of the work has been identified by previous Contract Scope of Work declarations. It is currently ongoing, however, this item reflects the current contractual limits of work.

Payment for this effort has been on a time and materials basis.

#### **Task 2.** Environmental Support

This task consists of providing technical support to the Environmental Consultants on the Project Management Team. This support consists of providing technical information, exhibits, facility descriptions, analysis, and explanations concerning the infrastructure for the project.

This site is currently proceeding through a Phase I environmental Assessment. Technical issues have arisen concerning the construction requirements for drainage, water, sewer services, as well as storm water management practices involving water quality.

A balance must be determined for detention pond size requirements and outfall limitations.

It is not intended that this effort will result in extensive work, nor involve new water, or sewer studies. Drainage studies may be required to fine-tune the size of the detention ponds and other system requirements necessary for the project and the proper layout of parcels.

#### Specific Plan

The specific plan requires that the infrastructure be reasonably located, sized, and identified for analysis at the environmental stage. Work included in this effort includes coordinating with the Developer to provide exhibits and information to be included in the specific plan showing infrastructure requirements and parcel layouts.

### **Task 3 (May start after Project Approval in December 2003)**

#### **Pre Design (Drainage)**

Preliminary drainage calculations have been performed to date. These calculations include determination of detention pond size on a gross acreage basis. These calculations do not include a detailed study of the effects of combining these three basins together. Routing models and calculations will need to be performed in this stage of the project.

At the conclusion of the detailed modeling effort, precise pipe sizing and detention pond sizes can be determined, together with location and land acreage requirements.

### **Task 4. (May start after Project Approval in December 2003)**

#### **Improvement Plan Design**

**Willdan proposes to prepare full constructions plans, specifications, and probable cost estimates in accordance with City of Modesto Standards and good engineering practice. Willdan utilizes the latest equipment and techniques in providing quality designs.**

Improvement Plan preparation usually involves the following tasks:

- A: Preliminary Research
- B: Field Investigation
- C. Right-of-way Investigation and Requirements
- D: Cost Estimates
- E: Project Management
- F: Utility Coordination
- G: Surveys and Base Plans
- H. Roadway Design
- Storm Drain Plans including Detention Pond designs**
- Water Distribution Plans
- Sewer Collection Plans
- SWPPP Plans
- Traffic Control Plans**
- Americans with Disabilities Act (ADA) Analysis**
- Deliverables**

Plans will be prepared in AutoCAD 2000 format and specifications will be prepared and provided in Microsoft 2000 format (Word, Excel, Project, etc.) and submitted in electronic format.

Willdan will provide final plans on one set of mylar reproducible plans including electronic copies of the plans in AutoCAD 2000 format. The contract specifications, special provisions, and construction cost estimate shall be prepared and submitted using Microsoft Word 2000, and a copy provided on disk.

I: Preparation of Right-of-way Documents

**Based on the approved preliminary plans, perform calculations to establish precise right-of-way for each new acquisition parcel.**

**J: Bidding Assistance**

The Willdan Team will be available to attend the pre-bid meeting (if needed), to answer questions from prospective bidders, and to prepare any necessary addenda to the plans and specifications. These will be provided on an as-needed basis.

**K: Construction Support**

**Task 5.**

**Subdivision Mapping**

Subdivision Mapping for this project includes preparation of a tentative map showing street layouts, parcel configurations, sewer, water, drainage and other pertinent details depicting the project. All relevant information necessary to process through the applicable agencies will be included. All standards consistent with any tentative map application will be met.

**Willdan will provide all necessary exhibits and represent the necessary engineering details to Boards, Councils and Commissions.**

Upon approval of the tentative map, Willdan will prepare a final subdivision map, consistent with state law and applicable City and Agency codes. Willdan will prepare all necessary right of way exhibits, and prepare property acquisition plat and legal description documents as required by the project.

The City will provide all necessary title information, and perform all necessary legal, governmental and environmental property acquisition actions.

**Task 6.**

**Project Management**

The Willdan Project Manager is responsible for ensuring sound technical content, accuracy of design, and effective coordination between Willdan, the City and other members of the team.

**Administration**

**This subtask includes the administrative functions of project management including accounting, invoicing, contract administration, and budget and schedule tracking and control.**

**Meetings**

Willdan will attend teleconference calls.

Willdan will attend project meetings with the Management team and its members to review the scope of work, refine the work program, and set project goals, objectives, and criteria. Consensus will be reached on the technical work aspects of the project.

In addition Willdan will attend Board, Commission, and Council meetings as directed by Staff.

**City of Modesto  
Kansas Ave. Business Park**

**Willdan Scope/Budget**  
5/27/2003

**Budget Projection to December 31, 2003**

<u>Task</u>	<u>Description</u>	<u>Estimated Budget Cost</u>	<u>Future Design work start Jan. 04</u>	<u>Charge out Type</u>
1	Pre Project Planning Support 2 years	\$58,000.00		Time and Materials
2	Environmental Support Specific Plan EIR Support	\$30,000.00		Time and Materials
3	Modeling and Pre Design of Drainage System		\$8,000.00	Time and Materials w/Not to Exceed
4	Improvement Plan Design		\$245,000.00	Time and Materials w/Not to Exceed
5	Subdivision Mapping	\$15,000.00		Lump Sum/Fixed Fee
6	Project Management			
	Telephone Conferences	\$8,400.00		Time and Materials
	Meetings	\$10,500.00		Time and Materials
	Subtotal	\$121,900.00		
	<i>Credit Previous Work</i>	\$40,000.00		

**Estimated Cost Through December** **\$81,900.00**

Based upon timeline of June 3, 2003

**FIRST AMENDMENT TO  
STANDARD CONSULTANT AGREEMENT**

This Amendment to Agreement, made and entered into in the City of Modesto, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, a public body, corporate and politic, hereinafter referred to as "AGENCY", and EIP ASSOCIATES, a California Corporation, hereinafter referred to as "CONSULTANT".

This First Amendment to Agreement is made with reference to the following recitals:

A. An Agreement was entered into by and between AGENCY and CONSULTANT on the 20th day of December, 2002, for Kansas-Woodland Business Park project.

CITY and CONSULTANT desire to further amend the provisions of said Agreement to provide the following description of services and associated costs as described in Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereto mutually agree that paragraph 3 of said Agreement be amended to include the following:

3. COMPENSATION.

CONSULTANT agrees to accept a sum not to exceed \$69,691 as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement.

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

Within ten (10) days after delivery and approval of the acceptance of the work performed. Payment may be made in phases as the project progresses.

Section 3. Force and Effect

Except as modified and amended by this Amendment to Agreement, all other provisions of the Consultant's Agreement shall remain unchanged and in full force and effect.

///

**IN WITNESS WHEREOF**, the Modesto Redevelopment Agency, a public body, corporate and politic, has authorized the execution of this Agreement in duplicate by its Executive Director and attestation by its Secretary under authority of Resolution No. \_\_\_\_\_, adopted by the Modesto Redevelopment Agency on the \_\_\_\_ day of \_\_\_\_\_, 2003, and has caused this agreement to be duly executed.

"AGENCY"

Redevelopment Agency of the City of Modesto

By   
JACK R. CRIST  
Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
MICHAEL D. MILICH  
General Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_  
JEAN ZAHR  
Agency Secretary

APPROVED AS TO FORM:

By \_\_\_\_\_  
DONALD N. NORRIS  
Risk Manager

"CONSULTANT"

EIP Associates

By \_\_\_\_\_

By \_\_\_\_\_

FEDERAL ID# \_\_\_\_\_

(SEAL)

# EXHIBIT A

## EIP ASSOCIATES

### CONTRACT AMENDMENT PROJECT SCOPE

The attached Contract Amendment No. 1 augments the previous scope of work outlined in the original Service Provider Agreement to include the preparation of a focused Environmental Impact Report. Please see the attached scope of work from EIP Associates (which includes costs for Peak and Associates), JRP Historical Consulting, and the budget spreadsheet showing the additional costs.

The original Consulting Agreement between the Redevelopment Agency and EIP Associates covered the costs associated with the preparation of an Initial Study for the Kansas Woodland Business Park. The contract amount was \$26,815. Work has been performed under that contract in the amount of \$10,032.37. The remaining contract amount on the original Consulting Agreement is \$16,782.63.

As shown on the attached spreadsheet, the estimated cost for the complete Focused EIR process is \$86,474. As previously stated, \$16,782.63 remain on the original Consulting Agreement. Therefore, the contract amendment is in the amount of \$69,691.00.

**Contract Amendment No. 1  
Kansas Woodland Business Park EIR  
EIP Associates**

<i>Project Title</i>		Project Director	Project Manager	Deputy Project Manager	Senior Scientist	Scientist	Senior Manager	Envir. Profess.	Word Processing	Graphics	Hours Per Task	Cost Per Subtask	Cost Per Task
<i>Billing Title</i>													
Task 1	Complete Initial Study/Scoping	2	16	24	2	12			2		58	\$ 4,620	\$ 4,620
Task 2	Prepare Administrative Draft EIR	8	40	40					48	16	152	\$ 11,720	\$ 28,820
	2.1 Air Quality		4				6	50			60	\$ 4,400	
	2.2 Cultural and Historic Resources		2	20							22	\$ 1,670	
	2.3 Hazards and Hazardous Materials		2		8	40					50	\$ 3,850	
	2.4 Transportation and Circulation	6		24							30	\$ 2,610	
	2.5 Alternatives Analysis	2	4	28			2	8			44	\$ 3,500	
	2.6 CEQA Considerations		2	12							14	\$ 1,070	
Task 3	Prepare and Circulate Draft EIR	8	32	44	2	4	2	4	70	2	168	\$ 12,820	\$ 12,820
Task 4	Attend Public Hearing on the DEIR	6	10								16	\$ 1,660	\$ 1,660
Task 5	Prepare AFEIR and MMP	6	32	40	2	4	2	4	24		114	\$ 9,120	\$ 9,120
Task 6	Prepare Final EIR and MMP	4	16	40					48		108	\$ 8,020	\$ 8,020
Task 7	Project Approval Hearings	12	16								28	\$ 2,980	\$ 2,980
Task 8	Project Conference Calls		10								10	\$ 850	\$ 850
Task 9	Project Management	16	70								86	\$ 8,110	\$ 8,110
											0	\$ -	\$ -
											0	\$ -	\$ -
	<b>Total Hours</b>	<b>70</b>	<b>256</b>	<b>272</b>	<b>14</b>	<b>60</b>	<b>12</b>	<b>66</b>	<b>192</b>	<b>18</b>	<b>960</b>		
	<b>Hourly Rate</b>	<b>\$ 135</b>	<b>\$ 85</b>	<b>\$ 75</b>	<b>\$ 110</b>	<b>\$ 70</b>	<b>\$ 135</b>	<b>\$ 65</b>	<b>\$ 65</b>	<b>\$ 70</b>			
	<b>Total EIP Labor</b>	<b>\$ 9,450</b>	<b>\$ 21,760</b>	<b>\$ 20,400</b>	<b>\$ 1,540</b>	<b>\$ 4,200</b>	<b>\$ 1,620</b>	<b>\$ 4,290</b>	<b>\$ 12,480</b>	<b>\$ 1,260</b>		<b>\$ 77,000</b>	<b>\$ 77,000</b>
<b>Subconsultants -</b>													<b>\$ 5,282</b>
	JRP Historical Resources											\$ 2,782	
	Peak and Associates											\$ 2,500	
<b>Expenses</b>													<b>\$ 3,330</b>
	Printing/Xerox											\$ 2,500	
	Travel											\$ 230	
	Miscellany											\$ 600	
<b>Subtotal</b>													<b>\$ 85,612</b>
<b>EIP Administration Fee (10% of ODCs and Subconsultants)</b>													<b>\$ 861</b>
<b>Total Budget</b>													<b>\$ 86,474</b>

## CONTRACT AMENDMENT 1

### REVISED SCOPE OF WORK FOR KANSAS WOODLAND BUSINESS PARK ENVIRONMENTAL IMPACT REPORT

At this time, it is anticipated that the EIR will focus on the following resource areas: air quality, cultural/historic resources, hazards and hazardous materials, and transportation/circulation. The following details the proposed scope of services, associated costs, and schedule to augment our contract to include analysis of the project in an EIR and includes the costs remaining on the original contract that was executed on January 16, 2003.

Attached is a copy of the cost estimate as attached to the contract executed on January 16, 2003. As shown on the spreadsheet, \$16,782.63 remains on the contract.

The following tasks are the subject of this Contract Amendment 1. Attached is a copy of the cost estimate for this Contract Amendment 1.

#### **Task 1: Initial Study and Public Scoping Meeting**

The Initial Study will be completed and will address all resource issue areas except air quality; cultural and historic resources; hazards and hazardous materials; and transportation and circulation. These issues will be the focus of an EIR to be prepared for the Kansas Woodland Business Park. The Initial Study will be included as an appendix to the Draft EIR.

EIP's Project Manager will attend one public scoping meeting. EIP will review verbal and NOP comments and provide a memorandum to the City of Modesto Redevelopment Agency and City of Modesto staff listing all substantive issues raised that merit consideration in the EIR.

#### *Products:*

- Preparation of Initial Study
- Scoping memorandum

#### **Task 2: Prepare Administrative Draft EIR**

The project description prepared for the Notice of Preparation (NOP) for the Proposed Project will be used in the EIR. Based on the comments received during the NOP process, the Project Description may be revised.

The Administrative Draft EIR (DEIR) will include all sections required by CEQA, including; (1) summary of impacts and mitigation measures; (2) project description (3) setting (existing condition discussion for both the physical environment and regulatory context), impacts and their significance both before and after implementation of identified mitigation, and mitigation measures (project specific and cumulative) for each environmental issue; (4) CEQA-required sections; and (5) alternatives analysis.

Each individual technical section will also include a description of the methods and standards of significance used to determine the significance of each identified impact. The specific cumulative context for each technical analysis will also be described.

For each identified significant impact, project-specific mitigation measures will be identified, where available. The EIR will describe how implementation of each mitigation measure will reduce the effect of the impact. The level of significance will be identified both before and after mitigation.

The following is a discussion of the specific tasks to be completed for each resource area:

#### Task 2.1: Air Quality

- The project lies within the San Joaquin Valley Air Basin (SJAB), which has a non-attainment status for ozone and particulate matter standards. Construction activities and the increase in traffic due to the project would cause emissions of ozone precursors and could frustrate progress toward attainment of the ozone standards. Increased traffic congestion at particular intersections would increase carbon monoxide concentrations. Carbon monoxide levels at congested roadways could exceed State and/or federal standards under Existing plus Project conditions.
- The EIR would describe the existing air quality environment, including sources of ozone precursors, CO and particulate matter (PM10). The federal, State, regional, and local regulatory framework standards will be discussed. Monitoring data on these pollutants will be summarized.
- EIP will identify the appropriate methodology for determining significant air quality impacts, in consultation with the San Joaquin Valley Air Pollution Control District (SJVAPCD) (e.g., URMEIS7G modeling). Emissions of reactive hydrocarbons, oxides of nitrogen, carbon monoxide, and particulates will be modeled and quantified for the project.
- The probable construction emissions (including particulate matter) will be quantified based upon SJVAPCD's methodology. The results will be compared to SJVAPCD significance thresholds.
- For the project and alternative, CALINE4 and appropriate emission factors will be used to model carbon monoxide concentrations for appropriate scenarios for up to 4 intersections and/or freeway interchanges. This analysis would take into account changes in traffic patterns and volumes. The results would be compared to federal and State carbon monoxide standards. Extrapolation of modeling results to other congested intersections inside or outside the study area will be discussed, as needed.
- Consistency with, and possible effects on, relevant air quality plans and policies will be discussed.
- Mitigation measures will be identified for significant air quality impacts based on consultation with the SJVAPCD.
- It is anticipated that issues associated with odors will be focused out in the Initial Study.

### Task 2.2: Cultural and Historic Resources

According to the Central California Information Center (Center) there may be historic resources located on, or adjacent to, the project site and, therefore, consultation with a historian, historic architect or architectural historian is recommended. A historic resource is defined as “a building, structure, object, prehistoric or historic archeological site, or district possessing evidence of human activities over 45 years old”. Please see the attached proposal from JRP Historical Consulting for the scope and budget for the historic consultation.

The Center also determined that there is the potential that previously undocumented prehistoric archeological resources are located on the site and, therefore, recommended a survey by a qualified archeologist. The cultural resources element will focus on identification of potential adverse effects on significant cultural resources resulting from development of the Proposed Project. Peak and Associates, an archeological consulting firm, will perform a field survey and prepare a report based on their findings.

The estimated cost for this work by Peak and Associates is \$2,200 to \$2,500.

EIP Associates will incorporate the findings of the historic and cultural surveys into the Cultural/Historic Resources section of the EIR.

### Task 2.3: Hazards and Hazardous Materials

Due to previous land uses on the project site, the portion of the Proposed Project site currently owned by FMC Corporation contains a “brownfield” that is currently undergoing remediation under the auspices of the California Department of Toxic Substances Control (DTSC). The Union Pacific Railroad tracks are adjacent to the eastern boundary of the site. In the past, a spur from the tracks occupied a portion of the Kansas Woodland Business Park site. Due to the potential contamination from these past and current uses of the site, an analysis of the current site conditions and the potential for the public to be exposed to hazardous materials will be prepared for the EIR based on documents provided by the Applicant

Another portion of the Proposed Project site is currently occupied by a junk yard (Modesto Junk) that will be removed and the site remediated. The EIR will analyze the potential hazards to the public resulting from development of the parcel to the extent possible with the information available during the preparation of the Draft EIR and/or the Final EIR. If sufficient information is not available, the analysis will be at a programmatic level with mitigation developed based on similar projects.

This scope assumes that all applicable DTSC documents and Phase I and Phase II Site Assessments for parcels on the Proposed Project site are made available to EIP

- EIP will describe the existing environmental condition of the Proposed Project site to determine whether the potential exists for site workers or the public to be exposed to hazardous materials during construction or occupancy. This evaluation will rely on the results of the Phase I and Phase II Environmental Site Assessment(s) that have been, and will be, prepared for various parcels on the site and from documents pertaining to the

brownfield site provided by the Applicant. This scope of work assumes that EIP will have access to the available Phase 1 and Phase II Site Assessments and any other hazardous material surveys or studies that have been prepared for parcels within the Proposed Project site, and no additional field studies (e.g., sampling) will be conducted by EIP.

- Based on information presented in the project description, the EIR will summarize the types of hazardous materials likely to be used on the project site and the potential risk to staff, visitors, and the general public under routine operating conditions. EIP will present an overview of the federal, State and local regulations that apply to the routine transport, storage, use, and disposal of such materials. The hazards analysis will identify any adopted emergency response plans and will discuss whether the Proposed Project could potentially interfere with such plans.
- If existing laws, regulations and standards do not appear to be sufficient to minimize potential hazards, the analysis will include additional recommendations for mitigating potential impacts, as appropriate.

#### Task 2.4: Transportation and Circulation

EIP will prepare a traffic section using the traffic report prepared by Dowling Associates, a traffic engineering firm under contract with the City of Modesto Redevelopment Agency for this project. It is assumed that this analysis will meet CEQA requirements and will include existing conditions, existing plus project conditions, cumulative conditions and cumulative plus project conditions. It is also assumed that the traffic analysis will include intersection and roadway segment LOS analyses within the study area.

#### Task 2.5: Alternatives Analysis

The basis for selecting each alternative will be provided. A discussion of alternatives that were considered but rejected without full analysis will also be included. At this time, this scope of work anticipates the alternatives will include a No Project/No Development alternative, an alternative with development occurring under the existing zoning, and one other alternative in which the densities and mix of uses might change.

#### Task 2.6: CEQA Considerations

EIP will prepare the CEQA Considerations chapter, which will include the identification of the environmentally superior alternative and a summary of all significant and unavoidable impacts associated with the project. The CEQA Considerations chapter will include the following:

- a summary of cumulative impacts identified for the Proposed Project and alternatives (also contained in each technical chapter);
- an evaluation of potential growth-inducing effects;
- a summary of the significant and unavoidable project-specific and cumulative environmental impacts that cannot be avoided if the project is implemented;

- an evaluation of the environmental changes in terms of the use of natural resources that would occur with development of the Proposed Project; and
- a list of all persons and agencies contacted in preparation of the EIR.

*Products:*

- 5 copies of the ADEIR (1.5 line spacing) to City of Modesto Redevelopment Agency
- 20 copies of the ADEIR (1.5 line spacing) to the City of Modesto

**Task 3: Prepare and Circulate the Draft EIR**

After receiving one set of consolidated comments from the City of Modesto Redevelopment Agency and the City of Modesto, EIP will conduct a conference call with the Redevelopment Agency and the City to discuss revisions. EIP will revise the ADEIR according to the comments received and will submit five copies of a "screencheck" Draft EIR to the City for final review. We anticipate that the review of the Screencheck DEIR will result in minor editorial changes. These revisions will be incorporated into the Draft EIR for public circulation. EIP will deliver 15 copies to the State Clearinghouse and additional copies to interested local, regional, and federal agencies and send copies to all parties that have provided written requests for copies. It is assumed that the City will distribute the copies of the DEIR to the appropriate departments of the City and Stanislaus County. EIP will prepare the required Notice of Completion and submit the document to the State Clearinghouse.

*Products:*

- 5 copies of the Screencheck DEIR to City of Modesto Redevelopment Agency
- 15 copies of the DEIR and a NOC submitted by EIP to the State Clearinghouse (assume 30 - 11 x 17 color copies)
- 60 copies of the DEIR provided to the City for distribution (assume 120 - 11 x 17 color copies)
- 1 camera-ready copy of the DEIR (assume 2 - 11x17 color copies)
- 1 electronic copy of the DEIR in MSWord provided on CD

**Task 4: Attend Public Hearing on the DEIR**

The Project Director and Project Manger from EIP will attend and, if requested by the City, make a presentation, answer questions and perform other functions as directed by the City of Modesto Redevelopment Agency with relation to the DEIR at one Planning Commission meeting.

*Products:*

- Presentation materials as required

**Task 5: Prepare Administrative Final EIR (AFEIR) & Mitigation Monitoring Plan**

After the close of the 45-day public comment period on the DEIR, EIP will prepare written responses to the comments on the DEIR received during the public review period. The AFEIR will

include a list of commentors, responses to comments, summary of DEIR text changes, a project summary and a revised summary table. EIP will submit the AFEIR to the City of Modesto Redevelopment Agency and the City of Modesto. EIP does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, it is assumed that the amount (up to approximately 50 pages of comment letters and public hearing transcripts) and nature of comments can be addressed within the hours shown in Task 5 of the budget spreadsheet. Should this not be the case, EIP will initiate discussions with the City of Modesto Redevelopment Agency staff to conduct this extra work.

As part of the AFEIR, EIP will prepare an administrative review copy of the Mitigation Monitoring Plan (MMP), using the information from the environmental analysis. The administrative review MMP will incorporate existing monitoring mechanisms that are in place in order to assist the City in meeting the intent of CEQA. The MMP will include a brief project description and project location map. The MMP will be in a table format and will include specific mitigation measures, standards of success, parties responsible for implementing and monitoring, funding source, timing and provisions for remedial measures, if success standards are not met. The MMP will be appended to the FEIR.

*Products:*

- 10 copies of the AFEIR to City of Modesto Redevelopment Agency
- 10 copies of the AFEIR to the City of Modesto

**Task 6: Prepare Final EIR (FEIR)**

After receiving a consolidated set of comments, EIP will conduct a conference call with City of Modesto Redevelopment Agency and City of Modesto staff to receive direction and comments and to discuss revisions to the AFEIR. Upon receipt of the comments on the AFEIR, EIP will revise the AFEIR document and submit a Screencheck FEIR to City of Modesto Redevelopment Agency and City of Modesto for review. It is assumed that only minor edits will be made to the Screencheck FEIR. Final revisions from that review will be included in the Final EIR. Copies of the Final EIR will be submitted to the City for distribution to Stanislaus County Departments. EIP will distribute the FEIR to interested local, regional, and federal agencies. It is assumed that the City will prepare and distribute the Notice of Determination (NOD).

*Products:*

- 5 copies of the Screencheck FEIR to City of Modesto Redevelopment Agency
- 5 copies of the Screencheck FEIR to the City of Modesto
- 5 copies of the FEIR to City of Modesto Redevelopment Agency (assume 10 – 11x17 color copies)
- 20 copies of the FEIR to the City of Modesto (assume 40 – 11x17 color copies)
- 20 copies to all interested regional, local and federal agencies (assume 40 – 11x17 color copies)

**Task 7: Project Approval Hearings**

EIP will attend up to two (2) project approval public hearings in the City of Modesto. EIP will be prepared to respond to questions, make presentations and/or participate in an advisory capacity in

hearings before the City Planning Commission and Board of Supervisors. EIP's Project Director and Project Manager will attend the public meeting.

*Products:*

- Presentation materials as necessary

**Task 8: Project Conference Calls**

Either the Project Director or Project Manager will participate in the bi-weekly conference calls.

**Task 9: Project Management**

EIP will work closely with Dowling Associates, Peak and Associates, and JRP Historical Consulting, the City, all agencies, and all the members of the project team to ensure that they receive information in a timely manner and to ensure budget and schedule adherence. Quality control will be provided on all work products.

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 10-2003**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF  
MODESTO APPROVING THE SECOND AMENDMENT TO THE  
DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE  
REDEVELOPMENT AGENCY OF THE CITY OF MODESTO AND VALLEY  
TOWER, LLC, A LIMITED LIABILITY COMPANY**

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") is carrying out the Redevelopment Plan (the "Redevelopment Plan") for the Modesto Redevelopment Project (the "Redevelopment Project"), and

WHEREAS, the Agency on October 10, 2000, approved a Disposition and Development Agreement (the "DDA") with Valley Tower, LLC, a California limited liability company whose members are John B. Hinchey, an individual, and Roger K. Rempfer (the "Developer"), providing for the acquisition and sale of certain property located within the Redevelopment Project Area at the southwest corner of 10<sup>th</sup> & H Streets (the "Site"), and development of the Site with a multi-story commercial office structure, consisting of subterranean parking, ground floor retail uses, above-ground parking, and a five-story commercial office building located above the above-ground parking, together with appurtenant landscaping improvements and additional on-street parking spaces (the "Office Project"), and

WHEREAS, the Agency on June 24, 2003, approved a First Amendment to said DDA (the "First Amendment"), which First Amendment included revisions to the terms and conditions of said DDA, and

WHEREAS, the Developer has been working with potential tenants and lenders to ensure a reasonable level of occupancy in the Office Project prior to starting construction and to obtain mortgage and equity financing for said Office Project, and

WHEREAS, in order to obtain mortgage and equity financing, the Developer has requested that certain terms and conditions of the DDA and the First Amendment be revised, and

WHEREAS, the Agency desires to amend the conditions of said DDA and said First Amendment by approving a Second Amendment to the DDA (the "Second Amendment") to allow for revised terms and conditions to ensure that the Developer will complete said Office Project. Said Second Amendment is attached hereto as "Exhibit A" and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto that the Disposition and Development Agreement with Valley Tower, LLC, a California limited liability company whose members are John B. Hinchey, an individual, and Roger K. Rempfer, and the First Amendment to said Disposition and Development Agreement are hereby amended as follows:

1. Close of escrow: On or before November 19, 2003
2. At close of escrow: Cash Payment in the amount of Six Hundred, Thirty Thousand Dollars (\$630,000) will be placed in an interest-bearing account with the Agency
3. When full project plans complete and mortgage and equity financing in place: Said Cash Payment is returned to the Developer in exchange for an Irrevocable Letter of Credit made payable to the Agency
4. Upon issuance of Certificate of Occupancy: Said Letter of Credit is released to Developer
5. Additional Deposit: At close of escrow, an Additional Deposit shall be provided to the Agency of Two Hundred Thousand Dollars (\$200,000) which Additional Deposit is to be added to the existing Deposit of Fifty Thousand Dollars (\$50,000) for a total Cash Deposit of Two Hundred, Fifty Thousand Dollars (\$250,000). Said Deposit and said Additional Deposit will be refunded to Developer on issuance of Certificate of Occupancy
6. Upon Developer default: Said Deposit and said Additional Deposit shall be retained by the Agency
7. Pursuant to Section 313 of said DDA, Agency agrees that, subsequent to close of escrow for the sale of Project Site, Valley Towers LLC will assign ownership of said Project Site as follows: Valley Towers LLC as thirty-five percent (35%) share and Russell and Marie Jackson, as sixty-five percent (65%) share held as Tenants in Common.
8. Submittal of full and complete project plans: Developer shall have submitted full and complete project plans for said Project to the Agency for review and approval no later than February 28, 2004. Note: Separate and individual plan(s) and/or permit application(s) for site work, grading and drainage, foundation and/or utilities are not sufficient to satisfy this condition.

If any of the conditions as set forth in said DDA, said First Amendment and said Second Amendment are not completed by the required dates as set forth in said documents, then and in that event, said DDA, said First Amendment and said Second Amendment shall be considered terminated and termination proceedings shall be as set forth in said DDA, said First Amendment and said Second Amendment.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that the Executive Director is hereby authorized and directed to execute any and all documents related to and/or required by said Second Amendment to the Disposition and Development Agreement

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency on the City of Modesto held on the 23<sup>rd</sup> day of September, 2003, by Agencymember Keating, who moved its adoption, which motion being duly seconded by Agencymember Conrad, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Agencymember	Conrad, Fisher, Frohman, Jackman, Keating, O'Bryant, Chair Sabatino
NOES:	Agencymember	None
ABSENT:	Agencymember	None

ATTEST: Jean Zahr  
JEAN ZAHR, Secretary

(SEAL)

APPROVED AS TO FORM:

By Michael D. Milich

MICHAEL D. MILICH, General Counsel