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 Brigsmore Avenue project, which will construct street improvements to assist in reducing the delay for vehicles intending to make a right turn onto Brigsmore 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:  

APPROVED AS TO FORM:

By:  

ADAM LINDGREN, Interim City Attorney
Exhibit "A"

INITIAL STUDY
EA/C&ED No. 2014-09
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
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.

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**Principal Planner**

**March 31, 2014**

**Project Manager**

**Title**

**Date**

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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.

| (1) The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR. | YES | NO |
| (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. | YES | NO |
| (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). | YES | NO |
| (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. | YES | NO |
| (5) The development will occur within the boundaries of the City’s planning area as established in this Urban Area General Plan. | YES | NO |
| (6) Development within the project will comply with all appropriate mitigation measures contained and enumerated in the General Plan Master EIR. | YES | NO |
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.

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<thead>
<tr>
<th>YES</th>
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<td>(b)</td>
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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:

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<thead>
<tr>
<th>Potential Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td><strong>1. TRAFFIC AND CIRCULATION</strong></td>
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<tr>
<td>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.</td>
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<td>2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
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<td>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.</td>
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<td>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).</td>
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5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.

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<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
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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.

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<th>Potentially Significant Impact</th>
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<th>Less Than Significant Impact</th>
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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.

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<tr>
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<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
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**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 (NOx) (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 (PM10) and 2.5 microns or less in diameter (PM2.5) (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\textsubscript{x}, PM\textsubscript{10}, and PM\textsubscript{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:

<table>
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<tr>
<th>2. DEGRADATION OF AIR QUALITY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tr>
<td>1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO\textsubscript{x}, PM\textsubscript{10}, and PM\textsubscript{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.</td>
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<tr>
<td>2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO\textsubscript{x}, PM\textsubscript{10}, and PM\textsubscript{2.5}.</td>
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<tr>
<td>3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.</td>
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<td>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.</td>
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<td>Impact Description</td>
<td>Potentially Significant Impact</td>
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<td>5) The proposed project would create objectionable odors affecting a substantial number of people.</td>
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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 PM₁₀ 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 PM₁₀ 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:

<table>
<thead>
<tr>
<th>3. GENERATION OF NOISE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td>1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.</td>
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<td>2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.</td>
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</tr>
<tr>
<td>3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>
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 V-4-S of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

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

c. Project-Specific Effects

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

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

<table>
<thead>
<tr>
<th>Impact</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project will either directly or indirectly result in the development of land outside the Urban Area General Plan boundary.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

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:
6. **INCREASED DEMAND FOR SANITARY SEWER SERVICES**

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>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.</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
</tbody>
</table>

**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 plant 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:

<table>
<thead>
<tr>
<th>7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>
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:
<table>
<thead>
<tr>
<th>8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would modify or demolish a structure more than 50 years in age.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>9. INCREASED DEMAND FOR STORM DRAINAGE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>10. FLOODING AND WATER QUALITY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Impact Description</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>-------------------</td>
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<td>--------------------------------------</td>
<td>----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>6) The proposed project would violate water quality standards or waste discharge requirements.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th>11. INCREASED DEMAND FOR PARKS AND OPEN SPACE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>2) The proposed project would eliminate parks or open space.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 13. INCREASED DEMAND FOR POLICE SERVICES

#### a. Significant Effects Identified in the Master EIR

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

**Direct Impacts**

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

**Cumulative Impacts**

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

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

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

**Discussion:**

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

#### c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

**Significance Criteria:** Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:
13. INCREASED DEMAND FOR POLICE SERVICES

<table>
<thead>
<tr>
<th>Impact Level</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to police services in the General Plan.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>√</td>
</tr>
<tr>
<td>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.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>√</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>14. INCREASED DEMAND FOR FIRE SERVICES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>15. GENERATION OF SOLID WASTE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>16. GENERATION OF HAZARDOUS MATERIALS</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.</td>
<td>☑️</td>
<td>☑️</td>
<td>☐️</td>
<td>☒️</td>
</tr>
<tr>
<td>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.</td>
<td>☑️</td>
<td>☑️</td>
<td>☐️</td>
<td>☒️</td>
</tr>
<tr>
<td>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.</td>
<td>☑️</td>
<td>☑️</td>
<td>☐️</td>
<td>☒️</td>
</tr>
<tr>
<td>4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.</td>
<td>☑️</td>
<td>☑️</td>
<td>☐️</td>
<td>☒️</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>17. GEOLOGY, SOILS, MINERAL RESOURCES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Impact Category</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>---------------------------------------</td>
<td>-----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2) The proposed project would expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

### 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:

<table>
<thead>
<tr>
<th>18. ENERGY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[x]</td>
</tr>
<tr>
<td>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.</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[x]</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>EFFECTS ON VISUAL RESOURCES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>20. LAND USE AND PLANNING</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>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.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>21. CLIMATE CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.</td>
</tr>
<tr>
<td>2) The proposed project would result in average automobile trip lengths or CO₂ emissions higher than those assumed in the Master EIR.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

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 CO₂ 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 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 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.
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 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. 2014-152

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

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
RESOLUTION NO. 2014-153

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: 

STEFHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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: 

(Seal)

APPROVED AS TO FORM:

By: 

ADAM LINDGREN, Interim City Attorney

05/06/2014/C&ED/Tracha/Item 11

2014-154
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
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: ____________________________

SEAL

Regarding AS TO FORM:

By: ____________________________

ADAM LINDGREN, Interim City Attorney

STEFHANIE LOPEZ, City Clerk
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.
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:  

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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: [Signature]

(STEPHANIE LOPEZ, City Clerk)

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
Request for Budget Adjustment
(Projects and Grants)

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

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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

<table>
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<tr>
<th>Administrative Services Officer (if needed)</th>
<th>Signature</th>
<th>Date</th>
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To be Completed by Finance Staff

Transfer Number:  
Completed By:  
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: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
## Request for Budget Adjustment

**Projects and Grants**

### Contact Person:
- **Sara Guardado**
- **Telephone:** 577-5479

### Submitting Department:
- **Finance**

### Project Name:
- **SJVAPCD Polaris Rangers**

### Project Fund:
- **5409**

### Fiscal Year being Adjusted:
- **2013-14**

### Revenues

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- **Intergov-Local-San Joaquin Valley Air Pollution Control District**

### Expenses

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- **MY - 100821 - APPR C - Vehicles > $5,000**

### 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

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To be Completed by Finance Staff

Transfer Number: ____________________________  Completed By: ____________________________
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
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:  

STEFHANIE LOPEZ, City Clerk  
(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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: 

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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

(Seal)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
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: 

APPROVED AS TO FORM:

By: STEPHANIE LOPEZ, City Clerk

(Seal)

ADAM LINDGREN, Interim City Attorney
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: 

SEAL

APPROVED AS TO FORM:

By: 

ADAM LINDGREN, Interim City Attorney
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, 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

(Seal)

ATTEST: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
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.
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: 

SEAL

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
RESOLUTION APPROVING AN AGREEMENT WITH NOLTE ASSOCIATES, INC., DBA NVS 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: 

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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

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: [Signature]

APPROVED AS TO FORM:

By: [Signature]

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, Cafe’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.
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: 

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney

(SEAL)
MODESTO CITY COUNCIL
RESOLUTION NO. 2014-173

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
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

(SEAL)

ATTEST: [Signature]
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: [Signature]
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.
<table>
<thead>
<tr>
<th>Department Expense</th>
<th>FY 13 Actual</th>
<th>FY 14 Actual as of 2/28/14</th>
<th>FY 14 Amount Available as of 2/28/14</th>
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<tbody>
<tr>
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<td>City Council:</td>
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<td><strong>1,459,877</strong></td>
<td><strong>1,478,087</strong></td>
<td><strong>802,244</strong></td>
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<td>Discretionary Expense</td>
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<td><strong>Fire Total</strong></td>
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<td><strong>24,597,390</strong></td>
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<td>--------------------</td>
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<tr>
<td>0100-90001-41402</td>
<td>Business License Tax - Mill Tax</td>
<td>General</td>
<td>$8,700,000</td>
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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

(Seal)

ATTEST: _Stephanie Lopez_, City Clerk

APPROVED AS TO FORM:

By: _Adam Lindgren_, Interim City Attorney
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Department</th>
<th>Current Budget</th>
<th>Adjustment</th>
<th>Revised Budget</th>
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<td>$287,580</td>
<td>$8,987,580</td>
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</table>

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

(Seal)

ATTEST: [Signature]
STEFANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: [Signature]
ADAM LINDGREN, Interim City Attorney

05/06/2014/Finance/SCristensen/Item 30
2 2014-176
### Proposed FY 2013-14 Mid-Year General Fund Budget Reductions

<table>
<thead>
<tr>
<th>Department</th>
<th>Action</th>
<th>Position</th>
<th>Salary Savings</th>
<th>Benefits Savings</th>
<th>Total Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
<td>Increase Direct Charge Revenue to Cover full cost of one Employee Relations Coordinator positions. The increased revenue to pay for the full cost of the position will come from Public Works Water Fund.</td>
<td>Employee Relations Coordinator</td>
<td>$14,000</td>
<td></td>
<td>$14,000</td>
</tr>
<tr>
<td>Finance</td>
<td>Create vacant financial analyst II position in the budget division for the remainder of FY 2013-14.</td>
<td>Financial Analyst II</td>
<td>$97,821</td>
<td></td>
<td>$97,821</td>
</tr>
<tr>
<td>Police Department</td>
<td>Eliminate vacant police officer position. By the time the item is potentially approved by Council this reduction will only result in approximately 5 months of salary and benefit savings.</td>
<td>Police Officer</td>
<td>$108,410</td>
<td></td>
<td>$108,410</td>
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<td></td>
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</tr>
</tbody>
</table>

**Modesto Regional FaA Authority**

Reduce funding to Modesto Regional FaA Authority by $500,000 in FY 2013-14 and by $1,000,000 in FY 2014-15.

**Total**

$500,000

$1,000,000
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: 

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney
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
EXECUTE 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
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
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.

05/13/2014/C&ED/BSandhu/Item 9

1 2014-180
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: [Signature]

SEAL

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
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 EXECUTE 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: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
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 2016-490
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 13\textsuperscript{th} 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

\[signature\]

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDREN, Interim City Attorney
LEGEND:

1. SINGLE FAMILY DWELLING
2. MULTI FAMILY DWELLING
3. COMMERCIAL
4. UNDEVELOPED
5. PARKING/CLEAR LOT

1128 11TH STREET
Residential Parking Permit Zone
Downtown Zone #1 (DT#1)
Exhibit A
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:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly</th>
<th>Bi-Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>$49.11</td>
<td>$3,928.68</td>
<td>$8,544.88</td>
</tr>
</tbody>
</table>

And an additional five (5%) percent increase in salary to STEPHANIE LOPEZ, City Clerk, effective July 1, 2014, as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly</th>
<th>Bi-Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>$51.56</td>
<td>$4,125.11</td>
<td>$8,972.12</td>
</tr>
</tbody>
</table>

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
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

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney

ATTEST: DIANE NAYRES-PEREZ, Assistant City Clerk

(SEAL)
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, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 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 both 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

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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.

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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

MANAGEMENT PARTNERS INC., a California corporation*

By __________________________
GREG NYHOFF, City Manager

By __________________________
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID # _____________

APPROVED AS TO FORM:

By __________________________
ADAM U. LINDGREN, Interim City Attorney

APPROVED AS TO FORM:

By __________________________
MARY AKIN, Risk Manager

2273398.1

* 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
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.

<table>
<thead>
<tr>
<th>Public Safety</th>
<th>Public Works, Transportation, and Commerce</th>
<th>Community Development</th>
<th>Culture and Recreation</th>
<th>Policy, Administration and Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Belknap, Regional Vice President</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Jan Perkins, Senior Partner</td>
<td>✓</td>
<td>✓</td>
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<td>✓</td>
</tr>
<tr>
<td>Lynn Dantzker, Senior Manager</td>
<td>✓</td>
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<td>✓</td>
</tr>
<tr>
<td>Bob Leland, Special Advisor (Finance)</td>
<td>✓</td>
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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:

<table>
<thead>
<tr>
<th>Associate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Vice President</td>
<td>$250</td>
</tr>
<tr>
<td>Senior Partner</td>
<td>220</td>
</tr>
<tr>
<td>Special Advisor</td>
<td>190</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>175</td>
</tr>
<tr>
<td>Senior Management Advisor</td>
<td>140</td>
</tr>
<tr>
<td>Management Advisor</td>
<td>95</td>
</tr>
<tr>
<td>Management Analyst</td>
<td>75</td>
</tr>
<tr>
<td>Staff Assistant</td>
<td>55</td>
</tr>
</tbody>
</table>

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 (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, redevelopement, and neighborhood development; and city manager of Waco, Texas, where the management focus was on economic development, redevelopement, 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.
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 Counsel.

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:**

      | Position                      | Rate          |
      |-------------------------------|---------------|
      | 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 is the 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.

c. 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.


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.
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.


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

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 Administration 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: [Signature]

(Seal)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
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: Cогdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:  

(SEAL) 

APPROVED AS TO FORM:

By:  

ADAM LINDGREN, Interim City Attorney
## Attachment A: Budget Adjustment

**Fund 6600: 2014/15 Multiyear**

### Expense:

<table>
<thead>
<tr>
<th>To:</th>
<th>$</th>
<th>Other Insurance</th>
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<tr>
<td>100820 - Appro. C</td>
<td>17,000</td>
<td>Services City Forces Interfund</td>
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<tr>
<td>100820 - Appro. C</td>
<td>8,000</td>
<td>Fuel &amp; Oil Lubricants</td>
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<tr>
<td>100820 - Appro. C</td>
<td>13,000</td>
<td>Police Equipment &lt;$5,000</td>
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<tr>
<td>100820 - Appro. C</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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### Revenue:

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<th>Intergovernmental-Federal</th>
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<tbody>
<tr>
<td>6600-89999-42090-100820</td>
<td>40,000</td>
<td></td>
</tr>
</tbody>
</table>
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

(Seal)

APPROVED AS TO FORM:

By: ADAM LINDGREN, Interim City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
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: [Signature]

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, Interim City Attorney
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 trip 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
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: [Signature]

SEAL

APPROVED AS TO FORM

By: [Signature]

ADAM LINDGREN, Interim City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2014-193

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

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: __________________________

SEAL

APPROVED AS TO FORM:

By: __________________________

ADAM LINDGREN, City Attorney
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: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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

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: 

SEAL

APPROVED AS TO FORM:

By: 

ADAM LINDGREN, City Attorney
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: [Signature]

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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: [Signature]
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
ADAM LINDGREN, City Attorney
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

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
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: 

(Seal)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney
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

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, 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
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

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 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: [Signature]

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2014-202

RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO TRANSFER CFF EXEMPTION 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

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 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: [Signature]
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:
By: [Signature]
ADAM LINDGREN, City Attorney
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: Cogdiill, Gunderson, Kenoyer, 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. 2014-204

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:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Probation</td>
<td>$ 7,890</td>
</tr>
<tr>
<td>Sheriff</td>
<td>$ 23,669</td>
</tr>
<tr>
<td>Sheriff (Admin Fee)</td>
<td>$ 3,607</td>
</tr>
<tr>
<td>Modesto Police Department</td>
<td>$116,640</td>
</tr>
</tbody>
</table>

05/27/2014/MPD/GCarroll/item 10 1 2014-204
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
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: ~~~~~~~~~~~~~

SEAL

APPROVED AS TO FORM:

By: ~~~~~~~~~~~~~

ADAM LINDGREN, City Attorney
RESOLUTION AUTHORIZING STANISLAUS MULTI-CULTURAL COMMUNITY HEALTH COALITION – WEST MODESTO/KING KENNEDY NEIGHBORHOOD COLLABORATIVE 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
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: STERPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney
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:  

APPROVED AS TO FORM:

By: /

ADAM LINDGREN, City Attorney
MAXIMUM CHARGES FOR GARBAGE SERVICE

STANDARD CONTAINERS
Maximum Monthly Rates
(Once a Week Pickup Service)

Standard container service maximum rates shall include the following:
• One, 96-gallon container for garbage
• One, 96-gallon container for green waste, food, paper, and other organics
• Countertop container for kitchen scraps
• Two bulky item collections per year by appointment
• Green Waste/Forestry materials collection and composting

Standard container service customers may opt for smaller containers; however, maximum rates apply. Containers must be placed in a location set forth in Section 5-5.111 of the Municipal Code.

1. **Standard container service** –
   a. The maximum rate for new sign-ups for service or changes in service that occur after July 1, 1996, shall be **$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

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Regular Container Maximum Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NUMBER OF COLLECTIONS PER WEEK</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1 CY</td>
<td>$36.30</td>
</tr>
<tr>
<td>2 CY</td>
<td>$72.60</td>
</tr>
<tr>
<td>3 CY</td>
<td>$108.90</td>
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<tr>
<td>4 CY</td>
<td>$145.20</td>
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<tr>
<td>5 CY</td>
<td>$181.50</td>
</tr>
<tr>
<td>6 CY</td>
<td>$217.80</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Container Size</th>
<th>FORK Participants Container Maximum Rates</th>
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</thead>
<tbody>
<tr>
<td></td>
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<tr>
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<td>2 CY</td>
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<td>3 CY</td>
<td>$81.68</td>
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<td>4 CY</td>
<td>$108.90</td>
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<tr>
<td>5 CY</td>
<td>$136.13</td>
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<tr>
<td>6 CY</td>
<td>$163.35</td>
</tr>
<tr>
<td>90-gallon</td>
<td>$21.75</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>NUMBER OF COLLECTIONS PER WEEK</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>3 CY</td>
<td>$326.70</td>
</tr>
<tr>
<td>4 CY</td>
<td>$435.60</td>
</tr>
<tr>
<td>6 CY</td>
<td>$653.40</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Size</th>
<th>1 CY</th>
<th>1½ CY</th>
<th>2 CY</th>
<th>3 CY</th>
<th>4 CY</th>
<th>5 CY</th>
<th>6 CY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.12</td>
<td>$11.00</td>
<td>$12.10</td>
<td>$15.40</td>
<td>$20.24</td>
<td>$25.08</td>
<td>$29.92</td>
</tr>
</tbody>
</table>

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.
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: [Signature]
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
ADAM LINDGREN, City Attorney
CHAPTER 4. License to Carry a Pistol, Revolver, or Other Firearm Capable of Being Conceived Upon the Person [26150 - 26225] (Chapter 4 added by Stats. 2010, Ch. 711, Sec. 6.)

(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

<table>
<thead>
<tr>
<th>Position</th>
<th>Description of Duties</th>
<th># Hrs Spent</th>
<th>Hourly Wage</th>
<th>Cost</th>
</tr>
</thead>
</table>
| 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.
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: ADAM LINDGREN, City Attorney
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: ____________________________  
ADAM LINDGREN, City Attorney
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

(Seal)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
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: [Signature]

SEAL

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
## Exhibit A

<table>
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<th></th>
<th>Available Current Budget</th>
<th>Increase / Decrease</th>
<th>Revised Budget</th>
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<tr>
<td>LTF</td>
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<table>
<thead>
<tr>
<th><strong>EXPENSES</strong></th>
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<td>$200,172</td>
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<tr>
<td>Construction</td>
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<td>$59,188</td>
<td>$1,429,802</td>
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<td>Contingency</td>
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<td>($91,358)</td>
<td>$114,384</td>
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<tr>
<td>Eng/Design/Admin</td>
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<td>$708</td>
<td>$0</td>
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<tr>
<td>City Forces Fund</td>
<td>$0</td>
<td>$5,982</td>
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</table>
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

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
WHEREAS, the Modesto Public Financing Authority (the “Authority”) is a joint exercise of powers authority duly organized and existing pursuant to the Modesto Public Financing Joint Exercise of Powers Agreement, dated as of December 5, 1989, by and between the City of Modesto (the “City”), a charter city and municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California, and the Industrial Development Authority of 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 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
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 and a new Fee Letter;
WHEREAS, the Authority 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 Authority 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 Commission of the Authority, as follows:

Section 1. Findings. The Commission hereby specifically finds and determines that the statements, findings and determinations of the Authority set forth above and in the preambles of the documents approved herein are true and correct.
Section 2. Approval of Supplement to Official Statement. The Supplement, in the form presented at this meeting and on file with the Secretary of the Authority, is hereby approved. Each of the Chairperson, Vice Chairperson, Executive Director, and Auditor and Treasurer of the Authority (each, an “Authorized Officer”), acting singly, is hereby authorized and directed, for and in the name and on behalf of the Authority, 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 Authorized Officer, 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 3. Attestations. The Secretary of the Authority is hereby authorized and directed to attest the signature of each Authorized Officer in connection with the documents approved by this Resolution.

Section 4. Other Actions. Each Authorized Officer is hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which such Authorized Officer 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 and the Supplement; and all such actions heretofore taken by such Authorized Officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage.
The foregoing resolution was introduced at a special meeting of the Modesto Public Financing Authority held on the 3rd day of June, 2014, by Authority Commissioner Zoslocki, who moved its adoption, which motion being duly seconded by Authority Commissioner Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Authority Commissioners: Cogdill, Gunderson, Kenoyer, Madrigal, Zoslocki, Mayor Marsh

NOES: Authority Commissioners: None

ABSENT: Authority Commissioners: Lopez

(Seal)

ATTEST: STEPHANIE LOPEZ, Agency Secretary

APPROVED AS TO FORM:

By: ADAM LINDGREN, General Counsel
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, 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 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: [Signature]
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: [Signature]
ADAM LINDGREN, City Attorney
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 digital 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: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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: [Signature]

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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: _________________________________

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _________________________________

ADAM LINDGREN, City Attorney
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

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
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
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 DESIGNEE 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 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
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

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

( SEAL )

ATTEST:

STEFANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney
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:
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.
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 ongoing 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_

Mayor’s Proposed Budget for Fiscal Year 2014-15
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-recurring 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 ongoing 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.
MODESTO CITY COUNCIL
RESOLUTION NO. 2014-222


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

(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.
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: Cогdill, 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
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; 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 developing and implementing 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 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 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 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; develop departmental 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 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 pro formas 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.
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.

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.

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, prepare technical and administrative reports, prepare written correspondence.

Conduct special projects and administrative studies as assigned by the Director; prepare complex research and analytical reports.

Act as Department Director in the Director's absence.

Marginal Functions:

Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

Principles, 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, direct and implement comprehensive the Business Community and Economic Development Division operations, economic development and redevelopment programs.

Effectively manage multiple cross 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.
Ability to: (Continued)

Prepare, review, and approve comprehensive analyses and reports; make

  effective presentations and conclusions and recommendation orally and in
  writing.

Negotiate and administer contract services.

Develop and recommend policies and procedures related to assigned

operations.

Interpret and make sound decisions in accordance with laws, regulations and

policies.

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.

Supervise, train and evaluate personnel.

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 highly responsible administrative experience in community development involving administration, finance, business 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.
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.

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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 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.

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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.

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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.

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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.
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.
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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.

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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.
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.

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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.

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RESOLUTION AMENDING EXHIBIT “A” OF RESOLUTION NO. 2014-39 TO REVISE THE CLASS RANGE TABLE FOR EXECUTIVE MANAGEMENT TO ADD DIRECTOR OF ADMINISTRATIVE 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: [Signature]

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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| 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 |
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

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk

2014-226
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<td>Legal Secretary I</td>
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| 415   | Administrative Services Technician I (Confidential)  
Senio... |
| 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 |
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| 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  
<pre><code>    | Systems Engineer II |
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| 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  
<p>|       | Water Quality Control Operations Supervisor  |</p>
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| 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  
<pre><code> | Recreation and Neighborhoods Services Manager |
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<td>Planning Manager</td>
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<td>Senior Civil Engineer</td>
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<td>451</td>
<td>Parks Recreation &amp; Neighborhoods Operations Manager</td>
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<td>452</td>
<td>City Engineer</td>
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<td>Traffic Engineer</td>
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<td>455</td>
<td><strong>Engineering Division Manager</strong></td>
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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: [Signature]

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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<tr>
<td>2420</td>
<td>Executive Assistant</td>
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<tr>
<td>2422</td>
<td>Office Supervisor - Personnel</td>
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| 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 |
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
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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:  

(SEAL)

APPROVED AS TO FORM:

By:  

ADAM LINDGREN, City Attorney
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.)

Exhibit A
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. If you elect to leave your sick leave on the books, please contact the Human Resources Department immediately.

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,

Exhibit A
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.

Exhibit A
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.
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: 

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM LINDGREN, City Attorney
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: [Signature]

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM LINDGREN, City Attorney
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 closest 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.


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.


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-I 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.


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.
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 of 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
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*
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: ___________________________

(Seal)

APPROVED AS TO FORM:

By: ________________________________

ADAM LINDGREN, City Attorney
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

By: ________________________________
   Stan Risen
   Chief Executive Officer

"County"

CITY OF MODESTO

By: ________________________________
   Jim Holgersson
   Interim City Manager

"City"
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:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Desktop hardware or Software Issues</td>
<td>Within 1 hour of initial call</td>
</tr>
<tr>
<td>Connectivity or Wireless Issues</td>
<td>Within 1 hour of initial call</td>
</tr>
</tbody>
</table>
Support Contacts:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBT Help Desk</td>
<td>525-4357 (HELP) or <a href="mailto:SBTHelpDesk@stanco.com">SBTHelpDesk@stanco.com</a></td>
</tr>
</tbody>
</table>

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
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:

<table>
<thead>
<tr>
<th></th>
<th>WAN Devices</th>
<th>LAN Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cost Per MDC</td>
<td>$7.25</td>
<td>$38.54</td>
</tr>
<tr>
<td>Number of MDCs</td>
<td>37</td>
<td>37</td>
</tr>
<tr>
<td>Total Monthly Cost</td>
<td>$268.25</td>
<td>$1,425.98</td>
</tr>
<tr>
<td><strong>ANNUAL COST</strong></td>
<td><strong>$3,219.00</strong></td>
<td><strong>$17,111.76</strong></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard MDC hardware</td>
<td>Within 2 hours of initial call</td>
</tr>
</tbody>
</table>

Support Contacts:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBT Help Desk</td>
<td>525-Help</td>
</tr>
</tbody>
</table>

Support Coverage and Hours:
Services will be subject to availability depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

<table>
<thead>
<tr>
<th>Description</th>
<th>Specifications</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Visit Service, standard hours, weekdays</td>
<td>8:00 AM to 5:00 PM, Monday through Friday, phone contact services</td>
<td>mileage **</td>
</tr>
<tr>
<td>Extended Hours Service, weekdays</td>
<td>5:00 PM to 8:00 AM, Monday through Friday</td>
<td>$102.00 per hour plus mileage **</td>
</tr>
</tbody>
</table>
Advanced Notice Required

Extended Hours Service, weekends
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.

<table>
<thead>
<tr>
<th>Performance Goal</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolve 50% of the calls at First level Support</td>
<td>Quarterly Average reports</td>
</tr>
</tbody>
</table>

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
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.

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**Strategic Business Technology:**

Fund-Org: 5031-0048100  
Account # 37250

Marcia Cunningham  
Director  
Strategic Business Technology

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**Modesto Regional Fire Authority:**

Fund-Org:  To be invoiced monthly

Randall K. Bradley  
Fire Chief  
Modesto Regional Fire Authority
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.

<table>
<thead>
<tr>
<th>Service</th>
<th>Annual Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Services (Remote Access)</td>
<td>$75.30 per unit</td>
<td>31</td>
<td>$2,334.42</td>
</tr>
<tr>
<td><strong>Total cost per year</strong></td>
<td></td>
<td></td>
<td><strong>$2,334.42</strong></td>
</tr>
</tbody>
</table>

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:

_Randall K. Bradley, Fire Chief_  
Modesto Regional Fire Authority

______

_Maricia Cunningham, Director_  
Stanislaus County Strategic Business Technology

______

_Michael Pless, Sr. Systems Engineer_  
Stanislaus County Strategic Business Technology

______

Date Approved:

Page 3 of 4
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.
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:
  o Hardware Maintenance
  o Operating System upgrades and patches
  o Antivirus protection
  o 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:**

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Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

**Date Approved:**
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

(SEAL)

ATTEST: STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: ADAM LINDEGREEN, 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

<table>
<thead>
<tr>
<th>No.</th>
<th>Vehicle License No.</th>
<th>Vehicle Identification No.</th>
<th>Description of Vehicle (Make/Model)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CA-1117280</td>
<td>02-36</td>
<td>2002 Chevrolet Tahoe</td>
</tr>
<tr>
<td>2</td>
<td>CA-1260622</td>
<td>07-82</td>
<td>2007 Chevrolet Tahoe</td>
</tr>
<tr>
<td>3</td>
<td>CA-1260633</td>
<td>07-96</td>
<td>2007 Chevrolet Tahoe</td>
</tr>
<tr>
<td>4</td>
<td>CA-13000008</td>
<td>07-123</td>
<td>2007 Chevrolet Tahoe</td>
</tr>
<tr>
<td>5</td>
<td>CA-1246466</td>
<td>06-52</td>
<td>2006 Chevrolet C1500</td>
</tr>
<tr>
<td>6</td>
<td>CA-1272353</td>
<td>08-43</td>
<td>2008 Ford Expedition</td>
</tr>
<tr>
<td>7</td>
<td>CA-1260619</td>
<td>07-80</td>
<td>2007 Chevrolet Tahoe</td>
</tr>
<tr>
<td>8</td>
<td>CA-1230100</td>
<td>CP-1</td>
<td>2005 Chevrolet 4500</td>
</tr>
</tbody>
</table>
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: 

(SEAL)

APPROVED AS TO FORM:

By: 

ADAM LINDGREN, City Attorney
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
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: [Signature]
STEPHANIE LOPEZ, City Clerk
(SEAL)

APPROVED AS TO FORM:
By: [Signature]
ADAM LINDGREN, City Attorney
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