RESOLUTION ACCEPTING THE RESIGNATION OF FRANK PLOOF FROM THE CITY OF MODESTO’S CITIZENS’ HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

WHEREAS, the Citizens’ Housing and Community Development Committee was established to make policy and funding recommendations regarding the Community Development Block Grant, Emergency Solutions Grant, and HOME Investment Partnership Grant programs; and

WHEREAS, on January 22, 2013, by Resolution No. 2013-38, Frank Ploof was appointed to the City of Modesto’s Citizens’ Housing and Community Development Committee and was later reappointed by Resolution No. 2017-163; and

WHEREAS, recently, Frank Ploof has accepted employment with the City of Modesto as part of the effort to address homelessness and therefore is no longer eligible to serve on the Committee and has submitted his resignation, dated October 9, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto accepts the resignation of Frank Ploof from the City of Modesto’s Citizens’ Housing and Community Development Committee.
The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer,
who moved its adoption, which motion being duly seconded by Councilmember Grewal,
was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour,
Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

SEAL

APPROVED AS TO FORM:

BY: [Signature]

ADAM U. LINDGREN, City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2018-487

RESOLUTION APPROVING A WILL SERVE LETTER AND OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND PROGRESSIVE AG, LLC, A LIMITED LIABILITY COMPANY TO CONNECT TO THE CITY OF MODESTO'S EXISTING WATER SYSTEM FOR THE PROPERTY LOCATED AT 1324 MCWILLIAMS WAY IN MODESTO (APN: 029-038-013) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, TO APPROVE THE WILL SERVE LETTER AND EXECUTE THE OUTSIDE SERVICE AGREEMENT

WHEREAS, Progressive Ag, LLC, a limited liability company, owns property located at 1324 McWilliams Way, and

WHEREAS, a representative of the property owner has requested water service connection, and

WHEREAS, on May 22, 2012, the City Council approved Resolution No. 2012-202 that amended City Council Policy 5.001, and

WHEREAS, on June 5, 2012, the City Council approved final adoption of Ordinance No. 3566-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language which required that the City Manager, upon the recommendation of the Director responsible for utility system planning, request City Council approval for all extensions of water services into unincorporated areas, and

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-472 that amended City Council Policy 5.001, and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No. 3611-C.S. amending City of Modesto Municipal Code Section 11-1.05, and
WHEREAS, both of these amendments included language allowing the City Manager upon the recommendation of the Director responsible for utility system planning, to approve standard agreements of service for extension of water services into certain unincorporated areas that are located within the former Del Este Water Service Area without City Council approval, and

WHEREAS, the property located at 1324 McWilliams Way is not located within the former Del Este Water Service area and therefore requires City Council approval prior to allowing the new water service connection, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees will be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, the property owner has executed an Outside Service Agreement for Water Service as required to receive water service outside of City limits.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve Letter and Outside Service Agreement for Water Service for the property located at 1324 McWilliams Way in Modesto (APN: 029-038-013).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to approve the Will Serve Letter and execute the Outside Service Agreement for Water Service.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: ______________________

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: ______________________

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING A WILL SERVE LETTER AND OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND PROGRESSIVE AG, LLC, A LIMITED LIABILITY COMPANY TO CONNECT TO THE CITY OF MODESTO'S EXISTING SEWER SYSTEM FOR THE PROPERTY LOCATED AT 1324 MCWILLIAMS WAY (APN: 029-038-013), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER AND EXECUTE THE OUTSIDE SERVICE AGREEMENT

WHEREAS, Progressive Ag, LLC, a limited liability company owns commercial property located at 1324 McWilliams Way which is located outside of Modesto City Limits and inside the City’s Sphere of Influence, and

WHEREAS, the property located at 1324 McWilliams Way, is not connected to City’s sewer system and is requesting a sewer connection due to a failing septic system, and

WHEREAS, on November 25, 2014, City Council approved Resolution No. 2014-473 amending City Council Policy 5.002, and

WHEREAS, on December 9, 2014, City Council approved adoption of Ordinance No.3612-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS both of these amendments included language allowing the City Manager, upon the recommendation of the Director responsible for utility system planning to approve standard agreements of service for extension of sewer services into certain unincorporated areas without City Council approval, and

WHEREAS, the property located at 1324 McWilliams Way is not located within one of those designated areas and therefore requires City Council approval prior to allowing the sewer connection, and
WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to provide sewer service to this property, and

WHEREAS, 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 sewer connection fees shall be paid and associated permits will be obtained prior to connecting to the City sewer system, and

WHEREAS, the property owner has executed an Outside Service Agreement for sewer service with the City as required to receive sewer service outside the City limits.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve Letter and Outside Service Agreement for sewer service for the property located at 1324 McWilliams Way (APN: 029-038-013) in Modesto.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to approve the Will Serve letter and execute the Outside Service Agreement for sewer service.
The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer,
who moved its adoption, which motion being duly seconded by Councilmember Grewal,
was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour,
Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____________________________

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____________________________

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING THE AWARD OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED $280,000 TO THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS FOR THE ACQUISITION OF 0 VINE STREET MODESTO CA, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED LOAN DOCUMENTS

WHEREAS, City of Modesto receives annual entitlements from HUD based on its population size, number of households living below poverty level and number of sub-standard housing units, and

WHEREAS, Community Development Block Grant (CDBG) Program funds are utilized, in partnership with local nonprofit affordable housing developers, to fund a wide range of activities related to the development of affordable housing projects, and making the projects available for rent or homeownership, to low income citizens, and

WHEREAS, On October 9, 2018 the City Council, by Resolution No. 2018-455 approved Amendment No. 1 to the Program Year 2018-2019 Annual Action Plan; and

WHEREAS, this project was identified as an amended project within Amendment No. 1, and

WHEREAS, the 0 Vine Street Development is a collaborative effort involving the Housing Authority of the County of Stanislaus (HACS), Self Help Federal Credit Union, and the City of Modesto for the development of 35 affordable housing units, and

WHEREAS, the Development will be constructed in two (2) phases consisting of two (2) gated communities, one for seniors and one for veterans, and
WHEREAS, this two (2) Phase development will provide permanent affordable rental housing to individuals with incomes below 80% of the area median income (AMI); and

WHEREAS, the Vine Street Development will offer these clients a solution to their housing challenges, and

WHEREAS, this project helps meet the City of Modesto and HUD objectives of: increasing affordable rental housing, provide permanent supportive housing, and prevent homelessness for those at risk, and

WHEREAS, CDBG funds will assist with the acquisition of the project site at 0 Vine Street Modesto, CA 95351, and

WHEREAS, on October 11, 2018 the Citizens Housing and Community Development Committee reviewed, approved, and forwarded the award of Community Development Block Grant funds in an amount not to exceed $280,000 to the Housing Authority of the County of Stanislaus for the acquisition of 0 Vine Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the awarding an amount not to exceed $280,000 of Community Development Block Grant funds to the Housing Authority of the County of Stanislaus for the acquisition of 0 Vine Street Modesto CA.

BE IT FURTHER RESOLVED; that the City Manager, or his designee, is hereby authorized to execute the Loan Documents in substantially the form attached hereto as Exhibit A, with such changes as deemed necessary by the City Attorney. The City Manager is authorized to take such actions as necessary to carry out the purpose and intent 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 November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: ADAM U. LINDGREN, City Attorney
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Modesto
1010 10th Street
P. O. Box 642
Modesto, CA 95353
Attention: CEDD Director

No fee for recording pursuant to
Government Code Section 27383

APN: ______________________

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Vine Street)

This Regulatory Agreement and Declaration of Restrictive Covenants (this
"Agreement") is entered into as of March __, 2018, by and between the City of Modesto, a
California charter city (the "City") and the Housing Authority the County of Stanislaus (the
"Borrower"). City and Borrower are collectively referred to herein as the "Parties."

RECITALS

1. City and Borrower have entered into certain contracts in connection with a
promissory note pursuant to which the City loaned to Borrower Two Hundred Eighty Thousand
Dollars ($280,000) (the "City Loan").

2. The City Loan is funded with Community Development Block Grant ("CDBG")
funds received by the City from HUD pursuant to Title I of the Housing and Community

3. The Borrower owns certain property located in the City of Modesto, California, as
more particularly described in Exhibit A attached hereto and incorporated herein by this
reference (the "Property").

4. The City provided the City Loan in order to assist Borrower with purchase of the
Property, in order to facilitate the development of affordable housing thereon.

5. In consideration of receipt of the City Loan, the Borrower agrees to observe all
the terms and conditions set forth in this Agreement.

6. In order to ensure that the entire Property will be used and operated for affordable
housing, the City and the Borrower wish to enter into this Agreement.
THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1:

(a) “Actual Household Size” means the actual number of persons in the applicable household.

(b) “Adjusted Income” means the total anticipated annual income of all persons in the Tenant household as calculated in accordance with 24 C.F.R. Section 5.611.

(c) “Agreement” means this Regulatory Agreement and Declaration of Restrictive Covenants.

(d) “Borrower” means the Housing Authority the County of Stanislaus.

(e) “CDBG” means the Community Development Block Grant program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.), as amended.

(f) “CDBG Regulations” means the statutory and regulatory provisions that govern the CDBG program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.), as amended including 24 C.F.R. Part 570 et seq.

(g) “Certificate of Occupancy Date” means after completion of the renovation work funded by the City Loan, the date of issuance of a Certificate of Occupancy for the Property.

(h) “City-Assisted Units” means seventeen (17) Units on the Property designated as assisted by the City.

(i) “City Deed of Trust” means the deed of trust dated of even date herewith in favor of the City to be recorded on the Property and which secures repayment of the City Loan and the performance the terms and conditions of the City Note and this Agreement.

(j) “City Loan” means all funds loaned to the Borrower by the City pursuant to the City Note.
(k) “City Note” means the promissory note in the amount of Two Hundred Eighty Thousand Dollars ($280,000) executed by the Borrower to the City evidencing the City Loan, dated __________, 2018.

(l) “City” means the City of Modesto.

(m) “Development” means the Property, as well as any improvements, and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(n) “HUD” means the United States Department of Housing and Urban Development.

(o) “Loan Agreement” means the Loan Agreement between Borrower and City, dated of even date herewith, evidencing the City Loan.

(p) “Low Income Household” means the occupants of a Unit with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than sixty percent (60%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

(q) “Low Income Rent” means the maximum allowable rent for a Low Income Unit pursuant to Section 2.2 below.

(r) “Low Income Units” means the City-Assisted Units which, pursuant to Section 2.2(a) below, are required to be occupied by Low Income Households.

(s) “Median Income” means the median gross yearly income, adjusted for Actual Household Size as specified herein, in Stanislaus County, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

(t) “Official Records” means the official land records of the County of Stanislaus, California

(u) “Property” means the property described in the attached Exhibit A.

(v) “Rent” means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable television;
and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(w) "Tenant" means an individual occupying a Unit.

(x) "Term" means the term of this Agreement, which shall commence on the date of this Agreement and shall continue for thirty years or until all principal and interest of the Loan is repaid, whichever is later.

(y) "Unit" means each of the 35 units in the Project.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

Seventeen (18) Units on the Property shall be City-Assisted Units, rented to and occupied by, or if vacant, available for occupancy by Low Income Households. At initial occupancy, affordability by bedroom type shall be met in accordance with the following:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Low Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>17</td>
</tr>
<tr>
<td>Total</td>
<td>17</td>
</tr>
</tbody>
</table>

Borrower agrees to use its best efforts to maintain the distribution shown in the above chart for the Term of this Agreement.

2.2 Allowable Rent.

The rent (including utility allowance) paid by Tenants of the Low Income Units shall not exceed one-twelfth of thirty percent (30%) of eighty percent (80%) of the Median Income.

2.3 Increased Incomes of Tenant.

(a) Non-Qualifying Household. If, upon recertification of the income the Borrower determines that a former Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such Tenant shall be permitted to continue occupying the Unit and, upon expiration of the Tenant's lease and upon sixty (60) days written notice, the Rent shall be increased to the lesser of one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent, except that tenants of City-Assisted Units in a project that has been allocated low income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Borrower shall not be required to evict an otherwise qualified household due to an increase in household income above the limit set forth herein for a Low Income Household. When the Tenant vacates the Unit the Borrower shall rent the Unit to a
Low Income Household to comply with the requirements of Section 2.1 above.

(b) Termination of Tenancy. Upon termination of occupancy of a City-Assisted Unit by a Tenant, such City-Assisted Unit shall be rented to Low Income Household, or a Low-Income Household, as applicable, to comply with the requirements of Section 2.1 above.

(c) Units Available to the Disabled. In compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794 et. seq.), a minimum of three (3) Units shall be made accessible for persons with mobility impairments and a minimum of one (1) Unit shall be accessible for persons with hearing or vision impairments.

2.4 Fair Housing.

The Property shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973; (iv) the United States Fair Housing Act, as amended, and (v) any other applicable law or regulation (including the Americans With Disabilities Act, to the extent applicable to the Property). Borrower agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to City) City, and its council members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

The Borrower will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Units. The Borrower shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain three (3) months of pay stubs for the most recent three (3) month pay period; (b) obtain income tax returns for the most recent two (2) tax years; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Borrower shall also complete and/or have the Tenant complete and sign the "Tenant Income Certification", the "Borrower's Certification of Household Income", and any other forms related to Tenants' income provided to Borrower by the City. Copies of Tenant income certifications shall be available to the City upon request.
3.2 Annual Report to City.

Borrower shall submit to the City annual reports in a form approved by the City, no later than sixty (60) days after the end of Borrower's fiscal year. The reports shall contain such information as the City may require, including, but not limited to, the following:

(a) A statistical report, including income and rent data and household characteristics for all Units, setting forth the information called for therein.

(b) A statement of the fiscal condition of the Property, including a financial statement indicating surpluses or deficits in operating accounts, a detailed itemized listing of income and expenses, and the amounts of any fiscal reserves. The report due after the end of each fiscal year shall contain an audited version of this statement. Such audit shall be prepared in accordance with the requirements of the City and certified at the Property's expense by an independent Certified Public Accountant licensed by the State of California. The Borrower shall also follow audit requirements of the Single Audit Act and OMB Circular A-122 and 110.

(c) The substantial physical defects in the Property, if any, including a description of any major repair or maintenance work undertaken in the reporting period.

(d) The occupancy of the Property indicating:

   (1) A listing of current Tenants' names, income levels, move-in dates and the ethnic groups to which tenants belong; and

   (2) General management performance, including Tenant relations and other relevant information.

Upon request of the City, Borrower shall furnish within fifteen (15) days of such request, copies of all tenant agreements. Within fifteen (15) days after receipt of a written request from the City, Borrower shall also submit, any other information or completed forms requested by the City in order to comply with reporting requirements of HUD (provided, however, that the Borrower shall in no event be obligated to provide any information that it cannot legally obtain as a housing provider), the State of California or any other government entity or lender to Borrower.

3.3 Additional Information.

The Borrower shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of the Borrower that pertain to the Property.

3.4 Records.

The Borrower shall maintain complete, accurate and current records pertaining to the Property and all those records set forth in the Loan Agreement, and shall permit any duly
authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Property shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 On-site Inspection.

The City shall have the right to perform an on-site inspection of the Project, when deemed necessary by the City, at least one time per year. The Borrower agrees to cooperate in such inspection and request tenants cooperate with such inspections.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use.

The Property shall be operated to provide affordable housing in accordance with Article 2 of this Agreement. The Development shall be operated only for residential use, and any change in the use of Property shall be subject to 24 CFR 570.505. No part of the Property may be operated as transient housing.

4.2 Compliance with City Note and Deed of Trust.

Borrower shall comply with all the terms and provisions of the Loan Agreement, the City Note and City Deed of Trust.

4.3 Taxes and Assessments.

Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.
4.4 Property Tax Exemption.

Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g), without the prior written consent of the City.

4.5 Tenant Selection Plan.

Before leasing the City-Assisted Units, the Borrower must provide the City, for its review and approval, Borrower's written tenant selection plan. Borrower's tenant selection plan must, at a minimum meet the requirements for tenant selection set out in 24 CFR 570 and any modifications thereto. Borrower shall not make material modifications to its tenant selection plan without the prior written approval of the City, which approval shall not be unreasonably withheld.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Borrower is responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Property or the Project. Borrower shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder.

5.2 Management Agent; Periodic Reports.

The Property shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Property in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the City's approval the identity of any proposed Management Agent and if applicable, the management agreement between Borrower and the Management Agent (the "Management Agreement"). The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the City to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the City shall approve the proposed management agent by notifying the Borrower in writing. Unless the proposed management agent and proposed management agreement is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.
5.3 Periodic Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Property. The purpose of each periodic review will be to enable the City to determine if the Property is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Property is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, or, if applicable, the Management Agreement, the City shall deliver notice to Borrower of its determination that the Property does not satisfy the requirements of this Agreement, such notice may include a request to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, City staff and the Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Property, including, without limitation, replacement of the Management Agent.

If, after such meeting and not less than thirty (30) days opportunity to cure, City staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the current Management Agent (subject to any applicable notice and cure periods in the Management Agreement or this Agreement), and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Property entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.9 below.

5.5 Approval of Management Policies.

The Borrower shall submit its written management policies with respect to the Property to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, municipal, and other governmental
agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the maintenance conditions in this Section.

The Borrower shall, for the entire Term of this Agreement, maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

(a) **Landscaping.** The Borrower shall have landscape maintenance performed on a regular basis, including replacement of dead or diseased plants with comparable plants. Borrower agrees to adequately water the landscaping on the Property. No improperly maintained landscaping on the Property is to be visible from public streets and/or rights of way;

(b) **Yard Area.** Borrower shall not leave any yard areas on the Property unmaintained, including:

1. broken or discarded furniture, appliances and other, household equipment stored in yard areas for a period exceeding one (1) week;

2. packing boxes, lumber trash, dirt and other debris in areas visible from public property or neighboring properties; and

3. vehicles parked or stored in other than approved parking areas.

(c) **Building.** The Borrower shall not leave any buildings located on the Property in an unmaintained condition so that any of the following exist:

1. violations of state law, uniform codes, or City ordinances;

2. conditions that constitute an unsightly appearance that detracts from the aesthetics or value of the Property or constitutes a private or public nuisance;

3. broken windows;

4. graffiti (must be removed within 72 hours); and

5. conditions constituting hazards and/or inviting trespassers, or malicious mischief.

(d) **Sidewalks.** The Borrower shall maintain, repair, and replace as necessary all public sidewalks adjacent to the Development.
The City places prime importance on quality maintenance to protect its investment and to ensure that all City and City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Property will be acceptable to the City assuming the Borrower agrees to provide all necessary improvements to assure the Property is maintained in good condition. The Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Borrower breaches any of the covenants contained in this Section and such default continues for a period of seven (7) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Borrower to the City upon demand.

(e) **Safety Conditions.** The Borrower acknowledges that the City places a prime importance on the security of City-assisted projects and the safety of the residents and surrounding community. The Borrower shall implement and maintain throughout the Term the following security measures in the Development:

1. to the extent feasible employ defensible space design principles and crime prevention measures in the operation of the Development including, but not limited to, maintaining adequate lighting in parking areas and pathways;

2. use its best efforts to work with the City Police Department to implement and operate an effective neighborhood watch program; and

3. provide added security including dead-bolt locks for every entry door, and where entry doors are damaged, replace them with solid-core doors.

(f) The City shall have the right to enter on the Property and/or contact the City Police Department if it becomes aware of, or is notified of, any conditions that pose a danger to the peace, health, welfare or safety of the Tenants and/or the surrounding community, and to perform, or cause to be performed, such acts as are necessary to correct the condition.
ARTICLE 6
MISCELLANEOUS

6.1 Lease Provisions.

The Borrower shall use a form of Tenant lease approved by the City. The form of Tenant leases as applicable to certain Units pursuant to Section 2.1 of this Agreement shall, among other matters:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Property in accordance with the standards set forth in this Agreement, or (ii) to qualify as a Low Income Household or a Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower (and only if allowed by all financing sources), and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant.

6.2 Lease Termination.

Any termination of a lease or refusal to renew a lease for a City-Assisted Unit shall be in conformance with the CDBG Regulations and shall be preceded by not less than sixty (60) days written notice to the Tenant by the Borrower specifying the grounds for the action.

6.3 Nondiscrimination.

(a) The Property shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act; (iii) Section 504 of the Rehabilitation Act of 1973; (iv) the Fair Housing Act, as amended; and (v) any other applicable law or regulation (including the Americans With Disabilities Act, to the extent applicable to the Property). Borrower shall agree to indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) City, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(b) All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible and meet operating funder requirements. The Borrower shall not give preference to any particular class or group of persons in renting the Units, except to the extent that the Units are subject to certain occupancies requirements as set forth in Section 2.1 of this Agreement. Except as legally permitted, there shall be no
discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age, ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b).

6.4 Section 8 Certificate Holders.

The Borrower will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Property which have the effect of precluding occupancy of the City-Assisted Units by such prospective Tenants.

6.5 Term.

The terms of this Agreement shall expire thirty years from the date a certificate of occupancy is issued for the Development. The provisions of this Agreement shall apply to the Property for the entire Term even if the City Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.6 Compliance with Program Requirements.

Borrower actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Agreement all requirements imposed on projects assisted under the CDBG Program as contained in the CDBG Regulations and other implementing rules and regulations. Without limiting the forgoing, Borrower, and Borrower’s employees, agents, officers, and board members shall comply with the conflict of interest requirements set forth in 24 CFR 611.

6.7 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the
anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the Housing Director of the City.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Manager) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Property to “qualified entities” (as defined in California Government Code Section 65863.11(d)), if the Property is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Property.

6.8 Covenants to Run With the Land.

The City and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement. Notwithstanding the automatic expiration of this Agreement set forth above, upon the expiration of the Term, the Parties hereby agree to execute and record in the Official Records such document(s) as may be necessary to evidence the termination and release of this Agreement as an encumbrance against the Property.

6.9 Enforcement by the City.

Subject to the notice and cure rights of Borrower's limited partner set forth in the Loan Agreement, if the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the City Loan. The City may declare a default under the City Loan Agreement, accelerate the indebtedness evidenced by the City Note, and proceed with foreclosure under the City Deed of Trust. City and Borrower agree and acknowledge that the
enforcement by the City of Borrower's obligation to repay the Grant shall in no event constitute the collection of, or enforcement of, monetary damages.

(b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, for damages, or for injunctive relief.

(c) Remedies Provided Under City Note or Deed of Trust. The City may exercise any other remedy provided under the City Note or City Deed of Trust.

(d) Special Remedy for Breach of Use Requirement. Pursuant to 24 C.F.R. 570.503(b)(7)(ii), if Borrower substantially changes the use of the Property to a use that fails to meet a national objective as defined in 24 C.F.R 570.208, City may require Borrower to pay to City the fair market value of the Property based on an appraisal. Such appraisal shall be performed by an appraiser selected by the City and shall take into consideration the Borrower's new use of the Property (that is not permitted by this Agreement). Funds recovered from Borrower pursuant to this subsection shall be credited: (1) by the City against any remaining amount of the CDBG Grant.

6.10 Attorneys Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.11 Recording and Filing.

The City and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records.

6.12 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.13 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.14 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records.
6.15 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

City: City of Modesto
      1010 10th Street
      P. O. Box 642
      Modesto, CA 95353
      Attention: Aaron Farnon - CEDD

Borrower: Housing Authority of the County of Stanislaus
          1701 Robertson Road
          P.O. Box 581918
          Modesto, CA 95358
          Attn: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.16 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.17 Multiple Originals: Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.18 Revival of Agreement after Foreclosure.

This Agreement shall be revived according to its original terms if, during the original Term, the Borrower of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Borrower or those with whom the former Borrower has or had family or business ties, obtains an ownership interest in the Property or Project.

6.19 Indemnification.

Borrower shall indemnify, defend and hold the City harmless against all claims made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with the development, construction, marketing and operation of the Property, except to the extent such claim arises from the grossly negligent or willful misconduct of the City, its agents, and its
employees. The provisions of this Section shall survive the expiration of the Term and the reconveyance of the City Deed of Trust.

6.20 **Encumbrances.**

Borrower shall not encumber the Property, including the granting of commercial leases, or permit the conveyance, transfer or encumbrance of such Property (except by qualified tenants) or to allow the placement of any liens, notes or deeds or use the Property as security for a note or loan except: (i) with the written consent of the City or (ii) upon a sale or transfer of the Property in accordance with the terms of this Regulatory Agreement.

6.21 **Subordination Agreement.**

If necessary to secure other financing, City may subordinate this Agreement, resulting in this Agreement becoming subject to and of lower priority than the lien of some other security instrument, subject to the conditions to subordination in Section 2.5 of the Loan Agreement.

6.22 **Notice of Litigation.**

Borrower shall promptly notify the City in writing of any litigation materially affecting Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

6.23 **CDBG Funds.**

Upon the expiration of the Agreement, the Borrower shall transfer to the City any remaining CDBG funds and any accounts receivable attributable to the use of CDBG funds.

[Signature Pages Follow]
IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS

By: ________________________________

Title: ________________________________

CITY OF MODESTO

By: ________________________________

Joseph Lopez, City Manager

ATTEST:

By: ________________________________

Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM
Adam U. Lindgren, City Attorney

By: ________________________________

Adam U. Lindgren, City Attorney

SIGNATURES MUST BE NOTARIZED
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ________________________

On __________ before me, ____________________________, Notary Public, personally appeared,

__________________________,

proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature__________________________
Exhibit A

Legal Description of the Property

The land is situated in the City of Modesto, County of Stanislaus, State of California, and is described as follows:
EXHIBIT B

FORM INCOME COMPUTATION AND CERTIFICATION
AND OWNER'S CERTIFICATION OF HOUSEHOLD INCOME

I, the Undersigned, certify that I have read and answered fully, and truthfully each of the following questions for all persons in the household who are to occupy a room in this house for which application is made.

<table>
<thead>
<tr>
<th>Occupant's Name</th>
<th>Social Security #</th>
<th>Age</th>
<th>Place of Employment</th>
<th>Annual Income</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>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total anticipated annual household income* for the twelve (12) month period beginning this date (the sum of the final column): $__________________.

Signed: ___________________  Date: ___________________

Head of Household

* The anticipated annual Income as determined under 24 CFR 5.609(b) and (c), and as verified under Attachment A.
Attachment A
Owner's Certification of Household Income

Household Name ______________________

I certify, as Owner/Management Agent for __________________________ that I have verified this Household's Income by using the following:

1. Tax returns
2. Place of employment verification
3. Pay stubs
4. Notarized statement from lessee
5. Other (please describe)

________________________________________
Owner/Management Agent

________________________________________
Date

3071369.1
RESOLUTION APPROVING THE AWARD OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED $800,000 TO THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS FOR THE DEVELOPMENT OF 416 COOLIDGE AVE MODESTO CA, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS

WHEREAS, City of Modesto receives annual entitlements from HUD based on its population size, number of households living below poverty level and number of sub-standard housing units, and

WHEREAS, HOME Investment Partnerships Program (HOME) funds are utilized, in partnership with local nonprofit affordable housing developers to fund a wide range of activities to construct, acquire, and/or rehabilitate affordable housing projects, and make available for rent or homeownership to low income citizens, and

WHEREAS, On October 9, 2018 the City Council, by Resolution No. 2018-455 approved Amendment No. 1 to the Program Year 2018-2019 Annual Action Plan, and

WHEREAS, this project was identified as an amended project within Amendment No. 1, and

WHEREAS, the proposed Kestrel Ridge project located at 416 E. Coolidge Ave, Modesto, CA., is a collaborative effort involving the Housing Authority of the County of Stanislaus (HACS), Stanislaus County Behavioral Health and Recovery Services (BHRS) and the City of Modesto to develop eight (8) single family homes as permanent supportive housing for behavioral health clients, and

WHEREAS, the project is intended to provide permanent affordable rental housing to individuals with incomes below 80% of the area median income (AMI), and
WHEREAS, the housing units are slated to serve mental health clients who meet eligible criteria, as determined by BHRS, and

WHEREAS, the project would help meet the City of Modesto and HUD objectives of: increasing affordable rental housing, provide permanent supportive housing, and prevent homelessness for those at risk, and

WHEREAS, On October 11, 2018 the Citizens Housing and Community Development Committee reviewed, approved and forwarded the award of HOME Investment Partnership Funds in an amount not to exceed $800,000 to the Housing Authority of the County of Stanislaus (HACS), for the development 416 E. Coolidge Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the awarding an amount not to exceed $800,000 of HOME Investment Partnerships Program funds to the Housing Authority of the County of Stanislaus for the development of 416 E. Coolidge Ave., Modesto, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all agreements.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 

( SEAL )

APPROVED AS TO FORM:

BY: 

ADAM U. LINDGREN, City Attorney
RESOLUTION AMENDING THE FISCAL YEAR 2018-19 MULTI-YEAR PROJECT BUDGET TO ESTABLISH A NON-CAPITAL PROJECT TO BE FUNDED IN THE AMOUNT OF $800,000 WITH HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUNDS TO HOUSING AUTHORITY OF STANISLAUS COUNTY (101150) AND UP TO 10% FOR ELIGIBLE ACTIVITY DELIVERY COSTS IN THE AMOUNT OF $80,000 FOR THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT LOCATED AT 416 E. COOLIDGE AVENUE, MODESTO AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto receives annual entitlements from HUD based on its population size, number of households living below poverty level and number of sub-standard housing units, and

WHEREAS, the fiscal year 2018-19 Multi-Year Budget must be amended as outlined in Exhibit A, which is incorporated by reference, as certain budgetary transactions are necessary in order to track development costs of 416 E Coolidge Project (Project), and

WHEREAS, the Project will be funded with $800,000 Home Investment Partnership Program Grant Funds to the Housing Authority of Stanislaus County and $80,000 for activity delivery costs.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal year 2018-19 Multi-Year Budget as shown in Exhibit A attached hereto.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to implement the provision 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 November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
IDIS Activity #1322

FUND: 1170
COST CENTER: 14998
PROJECT #: 101150
PROJECT NAME: CED: AFFORDABLE HOUSING – 416 E Coolidge Development 1322
TASK: 1322 APPR UNIT C
EXPENSE TYPE: DIRECT GRANT
$800,000

FUND: 1170
COST CENTER: 14998
PROJECT #: 101150
PROJECT NAME: CED: AFFORDABLE HOUSING – 416 E Coolidge Development 1322
TASK: 1322 APPR UNIT C
EXPENSE TYPE: SERVICE CITY FORCES - INTERFUND
$80,000

REVENUE:

$880,000

1170-14030-42030-101150-01322-00000.
RESOLUTION APPROVING THE FIRST AMENDMENT INCREASING THE AGREEMENT AMOUNT WITH FINAL CUT MEDIA, FOR THE MANAGEMENT SERVICES OF THE EDUCATION AND GOVERNMENT TELEVISION MASTER CONTROL ROOM IN THE COUNCIL CHAMBERS BY $202,070 FROM $202,070 TO A NEW TOTAL AMOUNT OF $404,140, AND EXTENDING THE TERM OF THE AGREEMENT FROM NOVEMBER 13, 2018 TO NOVEMBER 13, 2019; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AMENDMENT

WHEREAS, the City has an ongoing need to maintain the master control room located in the basement floor of Tenth Street Place for the purpose of airing Education-Government (EG) meetings and events;

WHEREAS, Final Cut Media will provide management of the daily operations of an Education and Government (EG) television control room facility including scheduling of multi-media programming, and

WHEREAS, Final Cut Media will provide production and management of the Education and Government master control room operations as stated in Exhibit “A” and Exhibit “B” included in the Final Cut Media agreement, and

WHEREAS, the expenditures for maintenance contracts/support agreements have been approved by Council through the budget process.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an amendment to the agreement with Final Cut Media to extend the term of the agreement for a period of one year in the amount of $202,070 for the continued management of the Education and Government television master control room.
BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:  

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: ADAM U. LINDGREN, City Attorney
EXHIBIT “A”
SCOPE OF SERVICES
FOR
MANAGEMENT SERVICES OF
EDUCATION & GOVERNMENT PROGRAMMING

Final Cut Media shall provide the following services to the City:

A. Management of the Education, and Government television master control room facility. Scheduling of all programming on the Education and Government channels, including live web casting via the Internet.

B. Consultant shall report solely to the Director of the Information Technology Department (IT) or to designated IT staff regarding the management of the Education and Government Channels and master control facility.

C. Production and Broadcasting Services - Consultant will provide camera crew to produce, broadcast and/or video tape the following meetings originating from the basement chambers of Tenth Street Place, Modesto Centre Plaza, Modesto Police Department, Stanislaus County Office of Education and/or any other City of Modesto sites identified in exhibit “B”:

a. All regularly or specially scheduled Modesto City Council Meetings
b. All regularly or specially scheduled Modesto City Council Committee Meetings (upon request)
c. All regularly or specially scheduled Modesto City Planning Commission Meetings
d. Specially scheduled City of Modesto Department and/or Citizen Advisory Committee Meetings (upon request).
e. All regularly or specially scheduled Stanislaus County Board of Supervisors Meetings
f. All regularly or specially scheduled Stanislaus County Board of Supervisors Committee Meetings (upon Request).
g. All regularly or specially scheduled Stanislaus County Planning Commission Meetings.
h. Specially scheduled Stanislaus County Department Meetings.
i. Regularly scheduled “Making the Grade” programs of the Stanislaus County Office of Education.
j. Specially scheduled Stanislaus County Office of Education meetings.
k. Government Youth Commission Meetings.
l. Yearly City and County Budget Meetings.

D. The City’s site locations have been identified in exhibit “B. Consultant shall be equipped and capable of broadcasting at any of the listed sites in exhibit “B”.

E. Media Duplication - Consultant staff will duplicate media of all Modesto City Council and Stanislaus County Board of Supervisors, meetings, providing copies of said meetings..
to the City of Modesto Clerk's Office and the Stanislaus County Clerk of the Board's Office and storing master copies of all meetings in the Master Control Room library. Master copies shall not be discarded or destroyed without the prior written consent from the City Clerk or Clerk of the Board.

F. Create Video bulletin boards that appear between taped or live programming. Information will be submitted to Consultant at least five (5) days prior to the requested start date.

G. Any new programming airing on the Government and Education must be pre-approved by IT staff.

H. Consultant will provide ongoing recommendations to IT staff for the effective management of the Master Control Room facility. All final decisions pertaining to the Master Control Room facility shall be made by IT staff, unless upon emergency and IT staff is unavailable for direction.

I. Consultant will work with IT staff and contracted broadcast engineers to ensure the proper maintenance and installation of new equipment at the Master Control Room location of 1100 H Street, Modesto, California.

J. Consultant agrees that any commercial use of equipment is prohibited. Consultant may not rent City-owned equipment to other parties. Consultant also may not profit from programs produced with City equipment and facilities. Any questions regarding commercial use should be directed to the IT staff.

K. Additional production or equipment setup that is not listed on the Scope of Services shall be compensated at a rate of $75.00 per hour.

L. Consultant shall provide staff possessing a qualified skill-level and working knowledge of operating and maintaining broadcast equipment for the transmission of Education and Government programming.

M. Consultant agrees to maintain the Regular Hours of Operation as:
   a. Monday through Friday 10 am - 5 pm for Master Control Room Operation
   b. Monday through Saturday as needed for Education & Government programming
   c. Saturday and Sunday - Open only for Master Control Room Operation
   d. On-Call - 24 hours per day and 365 days per year to oversee the use of the facility and provide technical management as needed
   e. Master Control Room access is available by appointment only.

N. City and Consultant shall perform quarterly inspections of the basement chambers of Tenth Street Place and the Master Control Room location of 1100 H Street, Modesto, California. Consultant agrees to respond and correct deficiencies as identified.
O. Consultant shall provide a comprehensive inventory, drawings, diagrams, flow chart and other related material of all equipment and communications that are utilized in conducting broadcast services. Material shall be provided at signing of agreement and updated bi-annually.
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/County Chambers</td>
<td>1010 10th Street</td>
<td></td>
</tr>
<tr>
<td>Modesto Police Department</td>
<td>600 10th Street</td>
<td></td>
</tr>
<tr>
<td>New Command Center</td>
<td>Sutter and Chicago</td>
<td></td>
</tr>
<tr>
<td>Northeast Area Command (C W Center)</td>
<td>3705 Oakdale Road</td>
<td></td>
</tr>
<tr>
<td>Northwest Area CMD</td>
<td>3401 Dale Road</td>
<td></td>
</tr>
<tr>
<td>Property Evidence Bldg</td>
<td>1124 F Street</td>
<td></td>
</tr>
<tr>
<td>Police Dept. Evidence</td>
<td>11th and G Streets</td>
<td></td>
</tr>
<tr>
<td>Fire Administration</td>
<td>600 11th Street</td>
<td></td>
</tr>
<tr>
<td>Station 1</td>
<td>610 11th Street</td>
<td></td>
</tr>
<tr>
<td>Station 2</td>
<td>629 2nd Street</td>
<td></td>
</tr>
<tr>
<td>Station 3</td>
<td>637 El Vista Ave</td>
<td></td>
</tr>
<tr>
<td>Station 4</td>
<td>1505 Blue Gum Ave</td>
<td></td>
</tr>
<tr>
<td>Station 5</td>
<td>200 W. Briggsmore Ave</td>
<td></td>
</tr>
<tr>
<td>Station 6</td>
<td>2750 Standiford Ave</td>
<td></td>
</tr>
<tr>
<td>Station 7</td>
<td>1800 Mable Ave</td>
<td></td>
</tr>
<tr>
<td>Station 8</td>
<td>737 Airport Ave</td>
<td></td>
</tr>
<tr>
<td>Station 9</td>
<td>4025 Fara Buindo Drive</td>
<td></td>
</tr>
<tr>
<td>Station 10</td>
<td>148 Imperial Ave</td>
<td></td>
</tr>
<tr>
<td>Fire Prevention</td>
<td>1010 10th Street</td>
<td></td>
</tr>
<tr>
<td>Station 11 (Proposed)</td>
<td>Carver and Polandale</td>
<td></td>
</tr>
<tr>
<td>Station 2A (Proposed)</td>
<td>Sutter and Chicago</td>
<td></td>
</tr>
<tr>
<td>Training Center</td>
<td>1220 Fire Science Lane</td>
<td></td>
</tr>
<tr>
<td>Recreation Center</td>
<td>720 Coldwell Ave,</td>
<td></td>
</tr>
<tr>
<td>Senior Opportunity Services</td>
<td>416 Downey Ave,</td>
<td></td>
</tr>
<tr>
<td>King Kennedy Memorial</td>
<td>601 Martin Luther King</td>
<td></td>
</tr>
<tr>
<td>Modesto Centre Plaza</td>
<td>1600 L Street</td>
<td></td>
</tr>
<tr>
<td>Boy Scout Clubhouse</td>
<td>400 Enslen Ave</td>
<td></td>
</tr>
<tr>
<td>Senior Citizens Center</td>
<td>211 Bodam Street</td>
<td></td>
</tr>
<tr>
<td>McHenry Mansion</td>
<td>906 15th Street</td>
<td></td>
</tr>
<tr>
<td>McHenry Museum</td>
<td>1402 J Street</td>
<td></td>
</tr>
<tr>
<td>American Legion Hall</td>
<td>1021 S. Santa Cruz Ave</td>
<td></td>
</tr>
<tr>
<td>Maddux Youth Center</td>
<td>615 Sierra Drive</td>
<td></td>
</tr>
<tr>
<td>Graceda Park/Mancini Bowl</td>
<td>410 Needham (Needham and Sycamore)</td>
<td>Added (May 2003)</td>
</tr>
<tr>
<td>John Thurman Field</td>
<td>601 Neeco Drive</td>
<td></td>
</tr>
<tr>
<td>Modesto Municipal Golf Course</td>
<td>400 Toulumine Boulevard</td>
<td>Added (March 2004)</td>
</tr>
<tr>
<td>Corporation Yard</td>
<td>501 N. Jefferson Street</td>
<td></td>
</tr>
<tr>
<td>Portable Bldg</td>
<td>115 Elm Street</td>
<td></td>
</tr>
<tr>
<td>Transportation Center</td>
<td>9th Street &amp; J Street</td>
<td></td>
</tr>
<tr>
<td>Airport Terminal</td>
<td>817 Airport Way</td>
<td></td>
</tr>
<tr>
<td>Airport General Aviation</td>
<td>700 Tioga Drive</td>
<td></td>
</tr>
<tr>
<td>Sanitation Plant</td>
<td>1221 Sutter Ave</td>
<td></td>
</tr>
<tr>
<td>Amtrak Station</td>
<td>1700 Held Drive</td>
<td></td>
</tr>
<tr>
<td>Intersection of Hatch and Morgan</td>
<td>Hatch and Morgan</td>
<td></td>
</tr>
</tbody>
</table>
MODESTO CITY COUNCIL
RESOLUTION NO. 2018-493

RESOLUTION ACCEPTING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT AWARD IN THE AMOUNT OF $500,000 TO SYNCHRONIZE ALL THE TRAFFIC SIGNALS OUTSIDE THE DOWNTOWN AREA, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Modesto has applied for and received Congestion Mitigation and Air Quality (CMAQ) Grant Funds, and

WHEREAS, on June 19, 2018 the application for this grant was submitted to the California Department of Transportation (Caltrans), and

WHEREAS, on July 3, 2018, the City was notified that it was awarded this project, and

WHEREAS, the project will be 100% funded by the CMAQ grant, with no funding required by the City, and

WHEREAS, the project is to synchronize all the traffic signals outside the downtown area, and

WHEREAS, the Federal Highway Safety Administration recommends synchronizing the City's traffic signals every three to five years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the CMAQ Grant Funds award in the amount of $500,000, to synchronize the traffic signals outside the downtown business district.

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 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

BY: [Signature]

ADAM U. LINDGREN, City Attorney
RESOLUTION AMENDING FISCAL YEAR 2018-19 NON-CAPITAL IMPROVEMENT PROJECT BUDGET, PROJECT #101128 IN THE AMOUNT OF $500,000 TO FUND SYNCHRONIZING THE TRAFFIC SIGNALS OUTSIDE THE DOWNTOWN BUSINESS DISTRICT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto has applied for and received Congestion Mitigation and Air Quality (CMAQ) Grant Funds in the amount of $500,000, and

WHEREAS, on July 3, 2018, the City was notified that it was awarded this project

WHEREAS, the Fiscal Year 2018-19 budget for non-capital improvement project 101128 – Synchronize Outside the Downtown -2017, must be amended by $500,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2018-19 Non-Capital Improvement Program budget to fund Synchronizing of the Traffic Signals Outside the Downtown Business District.

BE IT FURTHER RESOLVED that the City Manager, 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 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CAROLLO ENGINEERS INC. FOR THE CITY’S COMPOST FACILITY GROUNDWATER MONITORING WELLS WORK PLAN AND INSTALLATION IN THE AMOUNT OF $20,700, WITH A POSSIBLE CONTINGENCY AMOUNT OF $4,400, FOR A TOTAL NOT TO EXCEED AMOUNT OF $69,400, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AMENDMENT

WHEREAS, in 2011 the City of Modesto contracted with Carollo Engineers, Inc. for the design work of Phase 2 of the Tertiary Wastewater Treatment Project, which included producing the design documents for the relocation of the Compost Facility to an adjacent parcel that met the existing requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB), and

WHEREAS, on April 11, 2017, the CVRWQCB issued a Revised Notice of Applicability (NOA) General Order 2015-0121-DWQ-R5S003 “General Waste Discharge Requirements for Composting Operations” for the City of Modesto’s Compost Facility which required the City to install groundwater monitoring wells at the facility by March 30, 2018, and

WHEREAS, the City entered into a Standard Agreement for Consultant Services with Carollo Engineers, Inc. on January 4, 2018, for the design of a Groundwater Monitoring Well Installation Workplan, the installation of the required three new wells, and a final report, for a not to exceed cost of $44,300, with an additional 10% contingency that could be authorized by the City Manager, for a total possible cost of $48,700, and

WHEREAS, per the original agreement, Carollo Engineers submitted the Groundwater Monitoring Well Installation Workplan to include the design and
installation of three monitoring wells to the CVRWQCB on March 26, 2018, and

WHEREAS, on May 4, 2018 the CVRWQCB responded with a conditional approval, but added a requirement of installing an additional three wells, and

WHEREAS, after some discussions between Carollo Engineers and the CVRWQCB, the CVRWQCB agreed to eliminate one well and require the installation of just two new wells, and

WHEREAS, the original Agreement approved the installation of three wells, this First Amendment agrees to expand the scope of services to include two additional wells for a total installation project of five groundwater monitoring wells at the Compost Facility, which is required to meet the regulations of the CVRWQCB General Order for Composting Operations, and

WHEREAS the Amendment increases the budget for the project by an additional $20,700, with a possible contingency amount of $4,400, for a total not to exceed amount of $69,400 which will be paid out of the Compost Fund (4890).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Consultant Services Agreement with Carollo Engineers, Inc. for the City’s Compost Facility Groundwater Monitoring Wells work plan and installation in the amount of $20,700, with a possible contingency amount of $4,400, for a total not to exceed amount of $69,400.

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized to execute the amendment, in a form approved by the City Attorney.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Adam U. Lindgren, City Attorney
RESOLUTION APPROVING THE AWARD OF BID FOR THE FURNISHING OF ON-CALL PLUMBING SERVICES AT CITY PROPERTIES TO CHAMPION INDUSTRIAL CONTRACTORS, INC., MODESTO, CA, FOR A TWO YEAR AGREEMENT WITH THREE ONE-YEAR EXTENSION OPTIONS, FOR AN ANNUAL COST NOT TO EXCEED $68,000 AND A TOTAL AMOUNT NOT TO EXCEED $361,089 OVER FIVE YEARS, WHICH INCLUDES POTENTIAL CONSUMER PRICE INDEX INCREASES, AND AUTHORIZING THE PURCHASING MANAGER, OR HER DESIGNEE, TO ISSUE THE PURCHASING AGREEMENT

WHEREAS, the City has a need for on-call plumbing services at City properties on an “as needed” basis, and

WHEREAS, Utilities, Parks, Police and the Fire Departments, as well as Building Services, use on-call plumbing services for residential and commercial plumbing repairs, addressing issues that arise from city-related construction and maintenance events, and

WHEREAS, the contract will include parts and components and will be charged at the Contractor’s landed cost, less any earned discounts, plus a 10% mark up and labor costs, and

WHEREAS, previously, these services were provided by utilizing Blanket Purchase Agreement No. 86512 for $25,000 and Agreement No. 87017 for $25,000, and

WHEREAS, because expenditures for citywide plumbing services in the past two years reached the Blanket Purchasing Agreements maximum of $50,000, Departments have anticipated the following estimated annual expenses for on-call plumbing services:

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCOUNT NUMBER</th>
<th>Estimated Annual Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>0100-35220-53300</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Water</td>
<td>4100-45020, 45040</td>
<td>$ 7,000</td>
</tr>
</tbody>
</table>
and,

WHEREAS, the City Manager authorized the Purchasing Manager to issue a formal RFB for on-call plumbing services at City properties, and

WHEREAS, on March 22, 2018, the Purchasing Division issued RFB No. 1718-08 for on-call plumbing services at City properties on the PlanetBids website, and

WHEREAS, on April 10, 2018, bids were due and no companies chose to respond, and

WHEREAS, the Purchasing Department worked with staff to modify the bid to repost, and

WHEREAS, on June 1, 2018, the Purchasing Division issued RFB No. 1718-08R for on-call plumbing services at City properties on the PlanetBids website, and prospective bidders were notified online of the bid opportunity, and

WHEREAS, on June 26, 2018, bids were formally opened in the Clerk’s office and one vendor chose to respond and provided a responsive and responsible bid, and

WHEREAS, based on providing the lowest responsive and responsible bids, staff recommends the award of bid to the overall lowest responsive and responsible bidder, Champion Industrial Contractors, Inc., Modesto, CA, for a two year agreement with three one-year extension options, for an annual cost not to exceed $68,000 and a total amount
not to exceed $361,089 over five years, which includes potential Consumer Price Index increases, and

WHEREAS, Modesto Municipal Code Section 8-3.203 states that all purchases, in excess of fifty thousand dollars ($50,000), or when directed by the City Manager for any purchase of fifty thousand dollars ($50,000) or less, shall follow formal bid procedures, and

WHEREAS, and the award of bid for the furnishing of on-call plumbing services at City properties to Champion Industrial Contractors, Inc., Modesto, CA, conforms to the Modesto Municipal Code based on providing the overall lowest cost, while providing greater efficiency in placing orders and in managing the agreement, and

WHEREAS, below is a breakdown of estimated yearly expenses for on-call plumbing services at City properties. Staff has included potential Consumer Price Index increases (5%) for Years 3, 4, and 5.

<table>
<thead>
<tr>
<th>On-Call Plumbing</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Call Plumbing</td>
<td>$68,000</td>
<td>$68,000</td>
<td>$71,400</td>
<td>$74,970</td>
<td>$78,719</td>
<td>$361,089</td>
</tr>
<tr>
<td>Consumer Price Index (5%)</td>
<td>$3,400</td>
<td>$3,570</td>
<td>$3,749</td>
<td>$4,000</td>
<td>$4,280</td>
<td>$20,000</td>
</tr>
<tr>
<td>Total for 5-Yr Contract</td>
<td>$68,000</td>
<td>$68,000</td>
<td>$71,400</td>
<td>$74,970</td>
<td>$82,990</td>
<td>$381,089</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the award of bid for the furnishing of on-call plumbing services at City properties to Champion Industrial Contractors, Inc., Modesto, CA, for a two year agreement with three one-year extension options, for an annual cost not to exceed $68,000 and a total amount not to exceed $361,089 over five years, which includes potential Consumer Price Index increases.

BE IT FURTHER RESOLVED the Purchasing Manager, or her designee, hereby authorized to issue the Purchasing Agreement.
The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 6th day of November, 2018, by Councilmember Kenoyer,
who moved its adoption, which motion being duly seconded by Councilmember Grewal,
was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour,
Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: Stephani Lopez, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Adam U. Lindgren, City Attorney

WHEREAS, the State Route 132 West Freeway/Expressway — Phase 1 Project ("Project") proposes to construct a two-lane highway on a new alignment in Stanislaus County and the City of Modesto from State Route 99 just south of Kansas Avenue to Dakota Avenue; and

WHEREAS, the Project, will improve regional and interregional circulation, relieve traffic congestion along existing State Route 132 (SR-132)/Maze Boulevard, and improve traffic operations by creating a new alignment connecting SR-132 with the City of Modesto; and

WHEREAS, on October 10, 2017, Council approved a Measure L Cooperative Agreement with StanCOG ("StanCOG Cooperative Agreement") for the Plans, Specifications and Estimates Stage of Phase 1 of the State Route 132 Project; and

WHEREAS, on October 24, 2017, Council approved a Joint Powers Agreement with Stanislaus County ("City/County JPA") to engage right of way acquisition services in County lands outside City limits, through which the County delegated to the City its authority under State law to acquire real property for the purposes of the Project; and

WHEREAS, on March 2, 2018, the California Department of Transportation ("Caltrans") approved the Environmental Document and selected Project Alternative 2; and
WHEREAS, on August 8, 2018, Council approved a Cooperative Agreement between the City of Modesto and Caltrans ("City/Caltrans Cooperative Agreement"); and

WHEREAS, the City is vested by law with the authority to acquire real property and exercise the power of eminent domain to acquire real property under the provisions and authority of and for the purposes and uses authorized by Article 1, Section 19 of the Constitution of the State of California, Government Code sections 37350.5, 37353, 39792, 40401, 40404, Streets & Highways Code sections 104, 113, 114, 116, 130, 1810, 10102, and by California Code of Civil Procedure sections 1240.110, 1240.120, 1240.150, 1240.410, 1240.510 and 1240.610, and pursuant to the City/Caltrans Cooperative Agreement; and

WHEREAS, pursuant to Code of Civil Procedure section 1240.140, the Joint Exercise of Powers Act (Government Code sections 6500, et seq.), and City/County JPA, Stanislaus County delegated to the City its authority to acquire and condemn property for the Project pursuant to Article I, Section 19 of the Constitution of the State of California, Government Code section 25350.5, Streets and Highways Code sections 104, 116, 130, 760 and 943, Code of Civil Procedure sections 1240.110, 1240.120, 1240.150, 1240.410, 1240.510, and 1240.610, and Streets & Highways Code sections 104, 116, 130 and 760; and

WHEREAS, it is desirable and necessary for the City to acquire certain real property interests in fee and a 24-month temporary construction easement, from property located at the 308 N. Madison Street, Modesto, CA 95351 (APN 101-004-059), as more particularly described and depicted in Exhibit 1 attached hereto and made a part hereof by this reference ("Property"), for the construction of the Project; and
WHEREAS, the City and Caltrans have investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the requirements of the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") have been satisfied for the Project; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the City Council of the City of Modesto at the time and place set forth in said notice, regarding the matters specified therein,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described and depicted in Exhibit 1 hereto is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.
5. The City has complied with all conditions and statutory requirements, including those prescribed by CEQA and NEPA, that are necessary for approval and adoption of the Project.

6. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the City.

7. Insofar as any portion of the property has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

8. The City Attorney and/or his designee, is hereby authorized and empowered to acquire in the name of the City of Modesto by condemnation the property described and depicted in Exhibit 1 hereto; to prepare, prosecute and conduct to conclusion in the name of the City of Modesto such proceedings in the proper court as is necessary for such acquisition and to make such action as may be deemed advisable or necessary in connection therewith; and to deposit the probable amount of just compensation, based on an approved appraisal.

9. An order for prejudgment possession may be obtained in said condemnation proceeding and a warrant issued to the State Treasury Condemnation Fund, in the amount based on the approved appraisal, as a condition to the right of immediate possession and use the Subject Property for said public uses and purposes.
BE IT FURTHER RESOLVED, that the recitals contained hereinabove are true and correct, and all the findings and determinations made by the City Council pursuant to this Resolution are based upon substantial evidence in the entire record before the City Council, and are not based solely on the information provided in 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 November, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:

STEARMIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: ADAM U. LINDGREN, City Attorney
Exhibit 1
EXHIBIT "A"
RIGHT-OF-WAY

SR132 Phase 1 Construction Project
Jeffrey Manglona et ux to City of Modesto
APN: 101-004-059

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Jeffrey Manglona and Norina Manglona, husband and wife, as joint tenants, filed for record on June 11, 2015 as Document No. 2015-0044828, Stanislaus County Records, and situate in the southwest quarter of Section 29, Township 3 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, lying northeasterly of the following described line:

COMMENCING at a 6" x 6" concrete monument with a 5" square brass plate in a monument well at the southwest corner of said Section 29, from which a 2" iron pipe, no tag, at the West 1/4 corner of said Section 29 bears North 00°15'58" West 2646.66 feet; thence North 10°54'07" West 1714.22 feet to a point on the southwest right-of-way line of State Highway Route 99, said point being the northwest terminus of the line labeled "N. 52°22'45" W. 452.41", as shown on State Highway Map Route 99, Post Mile 18.7, sheet 17 of 23 sheets, on file at the Surveyor's Office of the County of Stanislaus as file No. B-9A-PS-32, and the TRUE POINT OF BEGINNING;

thence (1), along the southwest right-of-way line of said State Highway, South 52°04'22" East 499.84 feet;

thence (2), leaving said southwesterly right-of-way line and proceeding South 51°25'59" East 416.89 feet to the beginning of a curve concave to the southwest having a radius of 2925.00 feet;

thence (3), Southeasterly 721.97 feet along the arc of said curve through a central angle of 14°08'32" to a point on said southwest right-of-way line;

thence (4), along said, non-tangent, southwest right-of-way line South 00°33'18" East 19.66 feet to the South terminus of the line labeled "24.17" of said State Highway Map, and the terminal point of this description, said terminal point bears North 57°07'08" East 1071.36 feet from aforementioned southwest corner of Section 29.

Containing (890 square feet Grid), 890 square feet [0.02 acres] Ground, more or less.
This conveyance is made for the purpose of a freeway and the grantor hereby relinquishes to
the grantee any and all abutter’s rights including access rights, appurtenant to grantors’
remaining property, in and to said freeway.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone
3, NAD83 adjusted to the 2007.00 Epoch of NGS monuments “TRACY” (PID AA4256),
“PATTERSON” (PID HS5412) and “TURLOCK” (PID AA4252). All distances and areas shown
are grid. To convert to ground distances, divide grid distances by a combined factor of
0.999932235. To convert to ground areas, divide grid areas by the combined factor squared
(0.99986447).

All as shown on EXHIBIT “B” attached hereto and by this reference made a part hereof.

Rien Groenewoud, P.L.S. 6946

[Signature]

2/7/18
Parcel name: ROW at Laurel LEGAL

North: 2055407.84  East : 6413460.96
Line Course: N 10-54-07 W  Length: 1714.22
North: 2057091.12  East : 6413136.75
Line Course: S 52-04-22 E  Length: 499.84
North: 2056783.89  East : 6413531.02
Line Course: S 51-25-59 E  Length: 416.89
North: 2056523.99  East : 6413856.98
Curved Length: 721.97  Radius: 2925.00
Delta: 14-08-32  Tangent: 362.83
Chord: 720.13  Course: S 44-21-43 E

Course In: S 38-34-01 W  Course Out: N 52-42-33 E
RP North: 2054236.99  East : 6412033.45
End North: 2056009.13  East : 6414360.49
Line Course: S 00-33-18 E  Length: 19.66
North: 2055989.47  East : 6414360.68
Line Course: S 57-07-08 W  Length: 1071.36
North: 2055407.83  East : 6413460.96

Perimeter: 4443.92  Area: 917,929 sq.ft. 21.07 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00  Course: S 25-11-02 W
Error North: -0.004  East : -0.002
Precision 1: 4,443,940,000.00
Parcel name: APN 101-004-059 Area

North: 2056471.70  East: 6413926.77
Curve Length: 197.19  Radius: 3902.73
Delta: 2-53-42  Tangent: 98.62
Chord: 197.17  Course: S 48-22-45 E
Course In: S 40-10-24 W  Course Out: N 43-04-06 E
RP North: 2053489.64  East: 6411409.12
End North: 2056340.74  East: 6414074.17
Line Course: N 88-37-01 W  Length: 8.75
North: 2056340.95  East: 6414065.44
Curve Length: 187.06  Radius: 2925.00
Delta: 3-39-51  Tangent: 93.56
Chord: 187.02  Course: N 47-49-45 W
Course In: S 44-00-11 W  Course Out: N 40-20-20 E
RP North: 2054236.99  East: 6412033.45
End North: 2056466.51  East: 6413926.82
Line Course: N 00-32-52 W  Length: 5.19
North: 2056471.70  East: 6413926.77

Perimeter: 398.17  Area: 890 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00  Course: S 59-33-58 W
Error North: -0.002  East: -0.003
Precision 1: 398,180,000.00
EXHIBIT “A”
Temporary Construction Easement

SR132 Phase 1 Construction Project
Jeffrey Manglona et ux to City of Modesto
APN: 101-004-059

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Jeffrey Manglona and Norina Manglona, husband and wife, as joint tenants, filed for record on June 11, 2015 as Document No. 2015-0044828, Stanislaus County Records, and situate in the southwest quarter of Section 29, Township 3 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, and being more particularly described as follows:

A strip of land 5.00 feet wide, coincident with and lying southwesterly of the following described line:

COMMENCING at a 6" x 6" concrete monument with a 5" square brass plate in a monument well at the southwest corner of said Section 29, from which a 2" iron pipe, no tag, at the West 1/4 corner of said Section 29 bears North 00°15'58" West 2646.66 feet; thence North 10°54'07" West 1714.22 feet to a point on the southwest right-of-way line of State Highway Route 99, said point being the northwest terminus of the line labeled "N. 52°22'45" W. 452.41", as shown on State Highway Map Route 99, Post Mile 16.7, sheet 17 of 23 sheets, on file at the Surveyor's Office of the County of Stanislaus as file No. B-9A-PS-32, and the TRUE POINT OF BEGINNING;

thence (1), along the southwest right-of-way line of said State Highway, South 52°04'22" East 499.84 feet;

thence (2), leaving said southwesterly right-of-way line and proceeding South 51°25'59" East 416.89 feet to the beginning of a curve concave to the southwest having a radius of 2925.00 feet;

thence (3), Southeasterly 721.97 feet along the arc of said curve through a central angle of 14°08'32" to a point on said southwest right-of-way line;

thence (4), along said, non-tangent, southwest right-of-way line South 00°33'18" East 19.66 feet to the South terminus of the line labeled "24.17" of said State Highway Map, and the terminal point of this description, said terminal point bears North 57°07'08" East 1071.36 feet from aforementioned southwest corner of Section 29.
Containing (910 square feet Grid), 910 square feet [0.02 acres] Ground, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 3, NAD83 adjusted to the 2007.00 Epoch of NGS monuments "TRACY" (PID AA4256), "PATTERSON" (PID HS5412) and "TURLOCK" (PID AA4252). All distances and areas shown are grid. To convert to ground distances, divide grid distances by a combined factor of 0.999932235. To convert to ground areas, divide grid areas by the combined factor squared (0.99986447).

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Rien Groenewoud, P.L.S. 6946

2/7/18
EXHIBIT 'B'
TEMPORARY CONSTRUCTION EASEMENT

FD. 2” IRON PIPE, NO TAG
AT W. 1/4 COR. SEC. 29
SECTION LINE

TRUE POINT
OF BEGINNING

LAUREL STREET

ELM STREET

STATE HIGHWAY NO. 99

KING DRIVE

N. 1/2 W. 1/2 JOINT

LINDEN ST.

MADISON ST.

LOCUST St.

 Maze Blvd. (SR 132)

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

BEING A PORTION OF LOT 29 OF "ADOBE ABOBE SUBDIVISION", Bk.
34 MAPS Pg. 6, S.C.R., SW 1/4 SEC. 29, T.3 S., R.9 E., M.D.M.
MODESTO STANISLAUS COUNTY CALIFORNIA
EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

STATE HIGHWAY No. 99

EXIST. STATE
RIGHT-OF-WAY LINE

APN 101-004-059

910 SQ.FT.
0.02 ACRES

APN 101-004-067

EXIST. 20' P.U.E.
PER 34-M-6

APN 101-004-061
APN 101-004-068
APN 101-004-063
APN 101-004-064

EXIST. 10' P.U.E.
PER 34-M-6

PROPOSED STATE
RIGHT-OF-WAY LINE

S.C.R. STANISLAUS COUNTY RECORDS
M- SUBDIVISION, BOOK & PAGE
P.U.E. PUBLIC UTILITY EASEMENT
APN ASSESSOR'S PARCEL NUMBER

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

BEING A PORTION OF LOT 29 OF "ADOBE ABODE SUBDIVISION", BK. 34 MAPS Pg. 6, S.C.R., SW 1/4 SEC. 29, T.3 S., R.9 E., M.D.M.
MODESTO STANISLAUS COUNTY CALIFORNIA
Parcel name: ROW at Laurel LEGAL

North: 2055407.84  East: 6413460.96
Line  Course: N 10-54-07 W  Length: 1714.22
       North: 2057091.12  East : 6413136.75
Line  Course: S 52-04-22 E  Length: 499.84
       North: 2056783.89  East : 6413531.02
Line  Course: S 51-25-59 E  Length: 416.89
       North: 2056523.99  East : 6413856.98
Curve  Length: 721.97  Radius: 2925.00
Delta: 14-08-32  Tangent: 362.83
Chord: 720.13  Course: S 44-21-43 E
Course In: S 38-34-01 W  Course Out: N 52-42-33 E
RP      North: 2054236.99  East : 6412033.45
       East: 6413531.02
End      North: 2056009.13  East : 6414360.49
Line  Course: S 00-33-18 E  Length: 19.66
       North: 2055989.47  East : 6414360.68
Line  Course: S 57-07-08 W  Length: 1071.36
       North: 2055407.83  East : 6413460.96

Perimeter: 4443.92  Area: 917,929 sq.ft. 21.07 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00  Course: S 25-11-02 W
   Error North: -0.004  East : -0.002
Precision 1: 4,443,940,000.00
Parcel name: APN 101-004-059 TCE

North: 2056459.89  East : 6413926.89
Curve Length: 176.97  Radius: 2920.00
Delta: 3-28-21  Tangent: 88.51
Chord: 176.94  Course: S 47-50-24 E
Course In: S 40-25-26 W  Course Out: N 43-53-47 E
RP North: 2054236.99  East : 6412033.45
End North: 2056341.12  East : 6414058.05
Line Course: S 08-37-01 E Length: 7.39
North: 2056340.95  East : 6414065.44
Curve Length: 187.06  Radius: 2925.00
Delta: 3-39-51  Tangent: 93.56
Chord: 187.02  Course: N 47-49-45 W
Course In: S 44-00-11 W  Course Out: N 40-20-20 E
RP North: 2054236.98  East : 6412033.45
End North: 2056456.51  East : 6413926.83
Line Course: S 00-32-52 E Length: 6.62
North: 2056459.89  East : 6413926.89

Perimeter: 378.03  Area: 910 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00  Course: S 08-49-35 E
Error North: -0.004  East : 0.001
Precision i: 378,040,000.00
RESOLUTION NO. 2018-498

RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF REAL PROPERTY DIRECTING THE COMMENCEMENT OF EMINENT DOMAIN PROCEEDINGS FOR THE STATE ROUTE 132 FREEWAY/EXPRESSWAY PHASE 1 PROJECT RE: A PORTION OF 1420 KANSAS AVENUE, MODESTO, CA 95351 (APN 029-018-044), OWNER: HARMAN MANAGEMENT CORP.

WHEREAS, the State Route 132 West Freeway/Expressway — Phase 1 Project ("Project") proposes to construct a two-lane highway on a new alignment in Stanislaus County and the City of Modesto from State Route 99 just south of Kansas Avenue to Dakota Avenue; and

WHEREAS, the Project, will improve regional and interregional circulation, relieve traffic congestion along existing State Route 132 (SR-132)/Maze Boulevard, and improve traffic operations by creating a new alignment connecting SR-132 with the City of Modesto; and

WHEREAS, on October 10, 2017, Council approved a Measure L Cooperative Agreement with StanCOG ("StanCOG Cooperative Agreement") for the Plans, Specifications and Estimates Stage of Phase 1 of the State Route 132 Project; and

WHEREAS, on October 24, 2017, Council approved a Joint Powers Agreement with Stanislaus County ("City/County JPA") to engage right of way acquisition services in County lands outside City limits, through which the County delegated to the City its authority under State law to acquire real property for the purposes of the Project; and

WHEREAS, on March 2, 2018, the California Department of Transportation ("Caltrans") approved the Environmental Document and selected Project Alternative 2; and
WHEREAS, on August 8, 2018, Council approved a Cooperative Agreement between the City of Modesto and Caltrans ("City/Caltrans Cooperative Agreement"); and

WHEREAS, the City is vested by law with the authority to acquire real property and exercise the power of eminent domain to acquire real property under the provisions and authority of and for the purposes and uses authorized by Article I, Section 19 of the Constitution of the State of California, Government Code sections 37350.5, 37353, 39792, 40401, 40404, Streets & Highways Code sections 104, 113, 114, 116, 130, 1810, 10102, and by California Code of Civil Procedure sections 1240.110, 1240.120, 1240.150, 1240.410, 1240.510 and 1240.610, and pursuant to the City/Caltrans Cooperative Agreement; and

WHEREAS, pursuant to Code of Civil Procedure section 1240.140, the Joint Exercise of Powers Act (Government Code sections 6500, et seq.), and City/County JPA, Stanislaus County delegated to the City its authority to acquire and condemn property for the Project pursuant to Article I, Section 19 of the Constitution of the State of California, Government Code section 25350.5, Streets and Highways Code sections 104, 116, 130, 760 and 943, Code of Civil Procedure sections 1240.110, 1240.120, 1240.150, 1240.410, 1240.510, and 1240.610, and Streets & Highways Code sections 104, 116, 130 and 760; and

WHEREAS, it is desirable and necessary for the City to acquire certain real property interests in fee from property located at the 1420 Kansas Avenue, Modesto, CA 95351 (APN 029-018-044), as more particularly described and depicted in Exhibit 1 attached hereto and made a part hereof by this reference ("Property"), for the construction of the Project; and
WHEREAS, the City and Caltrans have investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the requirements of the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") have been satisfied for the Project; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the City Council of the City of Modesto at the time and place set forth in said notice, regarding the matters specified therein,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described and depicted in Exhibit 1 hereto is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.
5. The City has complied with all conditions and statutory requirements, including those prescribed by CEQA and NEPA, that are necessary for approval and adoption of the Project.

6. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the City.

7. Insofar as any portion of the property has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

8. The City Attorney and/or his designee, is hereby authorized and empowered to acquire in the name of the City of Modesto by condemnation the property described and depicted in Exhibit 1 hereto; to prepare, prosecute and conduct to conclusion in the name of the City of Modesto such proceedings in the proper court as is necessary for such acquisition and to make such action as may be deemed advisable or necessary in connection therewith; and to deposit the probable amount of just compensation, based on an approved appraisal.

9. An order for prejudgment possession may be obtained in said condemnation proceeding and a warrant issued to the State Treasury Condemnation Fund, in the amount based on the approved appraisal, as a condition to the right of immediate possession and use the Subject Property for said public uses and purposes.
BE IT FURTHER RESOLVED, that the recitals contained hereinabove are true and correct, and all the findings and determinations made by the City Council pursuant to this Resolution are based upon substantial evidence in the entire record before the City Council, and are not based solely on the information provided in 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 November, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
EXHIBIT 1
EXHIBIT "A"
RIGHT-OF-WAY

SR132 Phase 1 Construction Project
Harman Mgmt. Corp. to City of Modesto
APN: 029-018-044

Legal description

ALL that certain real property, being a portion of the lands described in Grant Deed to Harman Management Corp., a Utah Corporation, filed for record February 23, 1995 as Instrument No. 95-0013790, Stanislaus County Records, and situate in the southwest quarter of Section 30, Township 3 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, lying northwesterly and westerly of the following described line:

COMMENCING at a 2" iron pipe with brass cap, stamped LS 5443 at the West 1/4 corner of said Section 30, from which a 3/8" iron rod with brass plate in a monument well at the southwest corner of said Section 30 bears South 00°29'26" East 2646.13 feet; thence South 84°06'14" East 248.32 feet to a point lying within the right-of-way of Kansas Avenue (variable width), last said point being the TRUE POINT OF BEGINNING;

thence (1), southwesterly 21.58 feet along the arc of a non-tangent curve concave to the southeast having a radius of 38.63 feet, to which beginning a radial line bears North 42°27'03" West, through a central angle of 32°00'00";

thence (2), along a non-tangent line South 00°28'15" East 51.97 feet;

thence (3) South 14°30'26" East 15.70 feet to a point lying within the right-of-way of the future State Highway Route 132, as said right-of-way is shown on sheet 24 of State Highway map STA-132P PM 13.36, and the terminal point of this description, said terminal point bears North 04°54'17" East 2544.53 feet from aforementioned southwest corner of Section 30.

Containing (410 square feet Grid ) 410 square feet [0.009 acres] Ground, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby relinquishes to the grantees any and all abutter's rights including access rights, appurtenant to grantors' remaining property, in and to said freeway.
The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 3, NAD83 adjusted to the 2007.00 Epoch of NGS monuments "TRACY" (PID AA4256), "PATTERSON" (PID HS5412) and "TURLOCK" (PID AA4252). All distances and areas shown are grid. To convert to ground distances, divide grid distances by a combined factor of 0.999932235. To convert to ground areas, divide grid areas by the combined factor squared (0.99986447).

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Rien Groenewoud, P.L.S. 6946

4/6/18