RESOLUTION APPROVING THE CITY OF MODESTO SPONSORSHIP OF THE 2019 CINCO DE MAYO PARADE, INCLUDING THE WAIVER OF CITY PERMIT FEES, POLICE OVERTIME COSTS, AND VEHICLE FEE EXPENSES INCURRED BY THE CITY OF MODESTO POLICE DEPARTMENT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY DOCUMENTS NECESSARY RELATED TO THE SPONSORSHIP

WHEREAS, the annual Cinco de Mayo Parade on Crows Landing Road is a tradition for families living in the Crows Landing Road area as well as all residents of Modesto and Stanislaus County, and

WHEREAS, the Parade first started in 2003 through the efforts of local non-profit groups with approximately 20 entries and 3,000 spectators, and

WHEREAS, in 2010, the non-profit organization, South Modesto Businesses United, began managing the Cinco de Mayo Parade, expanding it to over 60 entries and 12,000+ spectators, and

WHEREAS, this event brings the community together to celebrate the history and culture of Mexico and also has a growing economic benefit to businesses located on Crows Landing Road, and

WHEREAS, there are additional economic benefits for all the businesses that provide goods and services for the parade itself; and

WHEREAS, staff is requesting City Council approval to sponsor the 2019 Cinco de Mayo Parade, and

WHEREAS, the sponsorship will include the waiver of City permit fees, Police Department overtime costs, and vehicle fee expenses to provide public safety coverage for this event, and
WHEREAS, Police Explorers and Police Volunteers will also be used, at no cost, to provide the necessary staffing needed for this event, and

WHEREAS, the total expense to the City of Modesto to sponsor the 2019 Cinco de Mayo Parade is approximately $24,974.96.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City of Modesto sponsorship for the 2019 Cinco de Mayo Parade including the waiver of City permit fees, overtime costs, and vehicle fee expenses incurred by the City of Modesto Police Department, for a total cost of approximately $24,974.96.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents related to the sponsorship.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 APPROVING THE APPOINTMENT OF MAYOR TED BRANDVOLD AS THE VOTING MEMBER FOR THE CITY OF MODESTO ON THE STANISLAUS HOMELESS ALLIANCE, FOR A ONE-YEAR TERM, WITH A TERM EXPIRATION OF APRIL 30, 2020

WHEREAS, the City of Modesto is a member of the Stanislaus County Community System of Care (CSOC), and

WHEREAS, the CSOC recognizes the need for a new governance structure with the appropriate authority to plan, prioritize, and implement plans to address concerns related to communities experiencing homelessness, and

WHEREAS, in October 2018, a workgroup was formed between the City Managers of the cities within Stanislaus County, Focus on Prevention staff, and the existing CSOC leadership council to address the concerns related to the CSOC, and

WHEREAS, the workgroup has recommended the creation of a formal public/private governance structure to establish a single point of community leadership and oversight that will be formally known as the Stanislaus Homeless Alliance (SHA), and

WHEREAS, the bylaws of the SHA require the appointment of an elected official by the City Council to the SHA to serve as the voting member for the City, and

WHEREAS, in accordance with Municipal Code Section 601 “Powers and Duties of the Mayor,” the Mayor of the City has the authority to appoint members of the City Council to the City’s various committees, and
WHEREAS, the Mayor has recommended the appointment of himself to the Stanislaus Homeless Alliance to serve a one-year term, with a term expiration date of April 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appointment of Mayor Ted Brandvold to serve as the voting member for a one-year term on the Stanislaus Homeless Alliance, with a term expiration of April 30, 2020.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Madrigal, who moved for 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: 

SEAL

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-170

RESOLUTION ACCEPTING FISCAL YEAR 2019-2020 ENGINEER’S REPORT FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 1 -6; NOTICE OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 1 – 6 AND SETTING A PUBLIC HEARING ON JUNE 25, 2019 TO CONSIDER THE FISCAL YEAR 2019-20 LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1

WHEREAS, Resolution No. 88-935, adopted by the Council of the City of Modesto on December 13, 1988, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 1 for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6, and

WHEREAS, said assessment district was formed in accordance with the Landscape and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the City Engineer, the person designated by this Council as Engineer of Work for Assessment District No. 1, to prepare and file an annual report, and

WHEREAS, the Engineer of Work, has prepared and filed said annual report with the City Clerk, and

WHEREAS, California Streets and Highways Code Section 22623 requires the legislative body (the City Council) to adopt a resolution of intention which shall include the following:
a. Declaration of intention of the legislative body (the City Council) to levy and collect assessments within the assessment district for the fiscal year stated in the annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the district.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

e. Notice of the time, as fixed by the California Streets and Highways Code Section 22625, and the place for hearing by the legislative body (the City Council) on the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto hereby accepts the Fiscal Year 2019-2020 Engineer's Report for Landscape Maintenance Assessment District No. 1 for Dry Creek Meadows Subdivisions Nos. 1 through 6, which is attached hereto and hereinafter incorporated by reference.

BE IT FURTHER RESOLVED that the City Council hereby finds as follows:

1. The City Council intends to levy and collect assessments within Landscape Maintenance Assessment District No. 1 during the fiscal year 2019-20.
2. There are no proposed new improvements or any substantial changes in existing improvements in Landscape Maintenance Assessment District No. 1 and that the existing improvements to be made in said assessment district are generally described as follows:

The City shall provide maintenance, in perpetuity, of landscaping and any and all improvements required for such maintenance including, but not limited to, landscape irrigation systems in the following locations:

a. Street medians in Creekwood Drive
b. Areas adjacent to the access control walls along Creekwood Drive
c. Areas adjacent to the access control walls along Claus Road

3. Landscape Maintenance Assessment District No. 1 is located in the County of Stanislaus, within the City Limits of the City of Modesto and is more specifically located on the west side of Claus Road, between Modesto Irrigation District Lateral No. 2 and State Route 132 (Yosemite Boulevard).

4. Said annual report filed with the City Clerk and approved by the Council does provide a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within Landscape Maintenance Assessment District No. 1.

5. On Tuesday, the 25th day of June, 2019, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.
6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscape and Lighting Act of 1972.

7. The levy and collection of assessments as set forth in this resolution are exempt from the procedural and substantive requirements of Proposition 218 pursuant to Article XIII, Section 5(a) of the California Constitution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for 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, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: [Signature]

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
Assessment District Diagram

Landscape Maintenance Assessment District No. 1
(Dry Creek Meadows Subdivisions No. 1 - 6)
RESOLUTION ACCEPTING FISCAL YEAR 2019-2020 ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 7-10, CREEKWOOD MEADOWS SUBDIVISION, AND YOSEMITE SUBDIVISION; OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 7-10, CREEKWOOD MEADOWS SUBDIVISION, AND YOSEMITE MEADOWS SUBDIVISION AND SETTING A PUBLIC HEARING ON JUNE 25, 2019 TO CONSIDER THE FISCAL YEAR 2019-20 LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2

WHEREAS, Resolution No. 89-460, adopted by the Council of the City of Modesto on April 4, 1989, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 2 for the purpose of administering the maintenance of landscaping in the public right of way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7-10, Creekwood Meadows Subdivision and Yosemite Meadows Subdivision Units Nos. 1 and 2, and

WHEREAS, said assessment district was formed in accordance with the Landscaping and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the Community Development Manager, the person designated by the Council as Engineer of Work for Assessment District No. 2, to prepare and file an annual report, and

WHEREAS, the City Engineer, said Engineer of Work, has prepared and filed said annual report with the City Clerk, and

WHEREAS, California Streets and Highways Code Section 22623 requires the Council to adopt a resolution of intention which shall include the following:
a. Declaration of intention of the Council to levy and collect assessments within the assessment district for the fiscal year stated in said annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the district.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

e. Notice of the time, as fixed by California Streets and Highways Code Section 22625, and the place for hearing by the Council on the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2019-2020 Engineer's Report for Landscape Maintenance Assessment District No. 2 for Dry Creek Meadows subdivisions Nos. 7-10, Creekwood Meadows subdivision and Yosemite subdivision.

BE IT FURTHER RESOLVED that the Council hereby finds as follows:

1. The City Council intends to levy and collect assessments within Landscape Maintenance Assessment District No. 2 during the fiscal year 2019-2020.
There are no proposed new improvements or any substantial changes in the existing improvements within the existing Landscape Maintenance Assessment District No. 2, and the existing improvements to be made in said assessment district are generally described as follows:

The City shall provide maintenance, in perpetuity, of landscaping and any and all improvements required for such maintenance including, but not limited to, landscape irrigation systems in the following locations:

a. Street medians in Creekwood Drive
b. Areas adjacent to the access control walls along Creekwood Drive
c. Areas adjacent to the access control walls along Claus Road

3. Landscape Maintenance Assessment District No. 2 is located in the County of Stanislaus, within the City limits of the City of Modesto, and is more specifically located on the northeast corner of Yosemite Boulevard and North McClure Road. District 2 is bounded by Yosemite Boulevard on the south, North McClure Road on the west, Yosemite Meadows Drive on the east, and Mechalys Way on the north.

4. Said annual report filed with the City Clerk and approved by the Council does provide a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within Landscape Maintenance Assessment District No. 2.

5. On Tuesday, the 25th day of June, 2019, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.
6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

7. The levy and collection of assessments as set forth in this resolution shall follow the procedural and substantive requirements of Proposition 218 pursuant to Article 13D, Section 5(a) of the California Constitution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for 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, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

(Seal)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk
RESOLUTION ACCEPTING THE FISCAL YEAR 2019-20 ENGINEER’S REPORT FOR THE SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT; NOTICE OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT; AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS TO BE HELD ON JUNE 25, 2019 TO CONSIDER THE 2019-20 LEVY AND COLLECTION OF ASSESSMENTS WITHIN SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT

WHEREAS, on June 29, 1999, the County of Stanislaus (“County”) formed the Shackelford Landscape and Lighting District (“Shackelford LLD”) for the purpose of administering the maintenance of seventy-seven (77) 200-watt high-pressure sodium streetlights, and

WHEREAS, the Shackelford LLD was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, the Shackelford LLD is comprised of approximately 153 acres, includes 495 lots with both residential and commercial development, and is bounded by Crows Landing on the west, E. Hatch Road on the south, Union Pacific Railroad on the east, and State Route 99 on the north, and

WHEREAS, on February 22, 2012, the Stanislaus County Local Agency Formation Commission (“LAFCO”) approved the annexation of the Shackelford Area to the City of Modesto (“City”), and

WHEREAS, on April 24, 2012, the City Council approved the Shackelford Landscape and Lighting District Transfer Agreement between the County and City, and
WHEREAS, the City assumed full responsibility and administration of the Shackelford LLD on July 1, 2012, and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the City Engineer, the person designated by this Council as Engineer of Work for the Shackelford LLD, to prepare and file an annual report, and

WHEREAS, the Engineer of Work has prepared and filed said annual report with the City Clerk, and

WHEREAS, California Streets and Highways Code Section 22623 requires the legislative body (the City Council) to adopt a resolution of intention which shall include the following:

a. Declaration of intention of the legislative body (the City Council) to levy and collect assessments within the Shackelford LLD for the fiscal year stated in the annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the Shackelford LLD.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Shackelford LLD and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Shackelford LLD.
e. Notice of the time, as fixed by the California Streets and Highways Code Section 22625, and the place for hearing by the legislative body (the City Council) on the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2019-20 Engineer’s Report for the Shackelford Landscape and Lighting District.

BE IT FURTHER RESOLVED that the City Council hereby finds the following:

1. The City Council intends to levy and collect assessments within the Shackelford LLD during the fiscal year 2019-20.

2. There are no proposed new improvements or any substantial changes in the existing improvements in the Shackelford LLD and the existing improvements to be made in the Shackelford LLD are generally described as follows:

The City shall provide maintenance, operation and servicing, in perpetuity, of streetlights and all improvements required for such maintenance including, but not limited to:

a. Payment to local utility company for monthly power costs of energizing street lights in the Shackelford LLD.

b. Payment to local utility company for maintenance of street lights in the Shackelford LLD that the utility company owns (usually those lights that are mounted on wooden poles).

c. Maintenance provided by the City of Modesto for street lights in the Shackelford LLD that are owned by the City of Modesto (usually those lights that are mounted on steel poles).
3. The Shackelford LLD is located in the County of Stanislaus, within the City Limits of the City of Modesto and is more specifically located North of Hatch Road, South of State Highway 99, and East of Crows Landing Road.

4. Said annual report filed with the City Clerk and approved by the Council by motion does provide a full and detailed description of the improvements, the boundaries of the Shackelford LLD and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Shackelford LLD.

5. On Tuesday, the 25th day of June, 2019, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the questions of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.

6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscape and Lighting Act of 1972.

The levy and collection of assessments as set forth in this resolution are exempt from the procedural and substantive requirements of Proposition 218 pursuant to Article XIII, Section 5(a) of the California Constitution.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

(STEPHANIE LOPEZ, City Clerk)

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-173

RESOLUTION ACCEPTING A HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) GRANT IN THE AMOUNT OF $173,533 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, HMIS is a requirement by HUD which enables the network of homeless service providers to collect uniform client information over time including the size, characteristics, and needs of the homeless population, and

WHEREAS, the system meets Federal requirements, collaborates, and enhances homeless prevention services delivery, and

WHEREAS, the City was awarded $173,533 from the U.S. Department of Housing and Urban Development to support the HMIS, and

WHEREAS, the award includes funding for salary and benefits, oversight, computer software, training, and licenses for the client management software, and

WHEREAS, Administrative Directive 7.2 Grant Management states grant award acceptance requires Council approval based on the award requiring local match funding, and

WHEREAS, the grant requires a 25% match that will come from fees for additional reporting support and user licenses for agencies that request them, and

WHEREAS, HMIS Support Fee: $1,200 (per year, excluding non-profits, for under 2 activities), HMIS Support Fee: $2,400 (per year, excluding non-profits, for over 2 activities), Additional User License: $930.00 (per user per year, does not apply for non-profits that are voluntarily adding non-mandated data).
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Homeless Management Information Systems Grant in the amount of $173,533.

BE IT FURTHER RESOLVED that the City Manager or his designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-174

RESOLUTION ACCEPTING THE CONTINUUM OF CARE PLANNING GRANT IN THE AMOUNT OF $102,947 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, as the Collaborative Applicant, the City is responsible to collect and submit the required Continuum of Care application information for all projects the StanCSOC selects for funding, and

WHEREAS, this responsibility extends to providing on-going monitoring activities and technical assistance to the non-profit organizations receiving Continuum of Care funds, and

WHEREAS, the City is the administration and oversight of the Homeless Management Information System (HMIS) for StanCSOC, and

WHEREAS, as the Collaborative Applicant for a Continuum of Care, the City is eligible to apply for a Planning Grant to help offset costs incurred in this roll, and

WHEREAS, the City was awarded $102,947 from the U.S. Department of Housing and Urban Development to support the Planning Grant and award includes funding for salary and benefits, in order to assist with coordination, project evaluation, monitoring, and compliance of the COC program awarded participants, and

WHEREAS, Administrative Directive 7.2 Grant Management states grant award acceptance requires Council approval based on the award requiring local match funding, and
WHEREAS, this award does require a 25% match that is documented through costs paid by Focus on Prevention to the consultation firm, Home Base that manages the regional NOFA process.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Continuum of Care Planning Grant in the amount of $102,947.

BE IT FURTHER RESOLVED that the City Manager or his designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-175

RESOLUTION ACCEPTING THE 2018 GENERAL PLAN ANNUAL PROGRESS REPORT AND AUTHORIZING STAFF TO SUBMIT IT TO THE STATE OF CALIFORNIA

WHEREAS, California Government Code Section 65400(a)(2) requires that local governments prepare an annual progress report regarding General Plan implementation, including matters related to meeting the applicable share of regional housing needs (California Government Code Section 65584), and

WHEREAS, on April 15, 2019, the City of Modesto Planning Commission voted to recommend that the Council of the City of Modesto accept the 2018 General Plan Annual Progress Report for submittal to the appropriate State agencies.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the 2018 General Plan Annual Progress Report.

BE IT FURTHER RESOLVED that the Clerk is hereby directed to submit the 2018 General Plan Annual Progress Report to the State of California.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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. 2019-176

RESOLUTION APPROVING THE NEW PUBLIC ROAD CONNECTION TO STATE ROUTE 132 AT NEEDHAM STREET AND THE KANSAS AVENUE EXTENSION AT APPROXIMATE POST MILE (PM) R14.4

WHEREAS, the purpose of the State Route (SR) 132 West Freeway/Expressway - Phase 1 Project is to improve regional and interregional circulation, relieve traffic congestion along existing SR132, and enhance safety and operations for the existing and proposed transportation network, and

WHEREAS, Phase 1 of the Project is approximately four miles in length and will replace the existing 2-lane highway segment of SR132 along Maze Boulevard from SR99 to Dakota Avenue, and

WHEREAS, the City is the lead agency responsible for the implementation of Phase 1 of the Project, and

WHEREAS, the SR132 West Freeway/Expressway – Phase 1 Project supports the City’s strategic commitment to expand alternative modes of travel and improve transportation flow, and

WHEREAS, the connection will provide direct access to the City of Modesto east of SR 99 using the existing Needham Street crossing overhead of the Union Pacific Railroad (UPRR), and

WHEREAS, the proposed New Public Road Connection will allow vehicles to utilize the only existing UPRR grade separated crossing for circulation around and into the City and Downtown Modesto east of SR 99, and

WHEREAS, the proposed New Public Road Connection is consistent with the stated purpose and need of the SR 99/SR 132 West Freeway Project-
that of minimizing traffic congestion and truck traffic in Downtown Modesto, and

WHEREAS, a New Public Road Connection is recommended to support the regional circulation plan, to capitalize on the existing Needham Street grade separation investment, and to minimize vehicle miles travelled by utilizing the safe grade separated Needham Street, and

WHEREAS, the SR 132/Needham Street New Public Road Connection designation is a mandate requirement of the California Transportation Commission (CTC).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the New Public Road Connection to State Route 132 from Needham Street and Kansas Avenue Extension at approximate Post Mile (PM) R14.4.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 FREEWAY AGREEMENT FOR STATE ROUTE 132 WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the purpose of the State Route (SR) 132 West Freeway/Expressway - Phase 1 Project (Project) is to improve regional and interregional circulation, relieve traffic congestion along existing SR132, and enhance safety and operations for the existing and proposed transportation network, and

WHEREAS, as a part of the project authorization for construction process, the California Department of Transportation (Caltrans) requires that the City enter into Freeway Agreements, and

WHEREAS, the Project involves reconfiguration of the SR99 and SR132 Freeways and the Freeway Agreement is required to document the changes for each facility, and

WHEREAS, this requires that the City approve two separate Freeway Agreements; one for the SR99 Freeway and another for the SR132 Freeway, and

WHEREAS, this Council has determined that the City should approve a certain Controlled Access Freeway Agreement (Freeway Agreement) with the State of California acting by and through the Department of Transportation for the State Route 132 West Freeway/Expressway - Phase 1 Project (Agreement 10-STA-132 PM R13.4/R14.4 From Carpenter Road to Kansas Avenue Extension), bearing the date of April 23, 2019.
NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Freeway Agreement for State Route 132 with the State of California, acting by and through the Department of Transportation.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Freeway 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 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING FREEWAY AGREEMENT FOR STATE ROUTE 99 WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the purpose of the State Route (SR) 132 West Freeway/Expressway - Phase 1 Project (Project) is to improve regional and interregional circulation, relieve traffic congestion along existing SR132, and enhance safety and operations for the existing and proposed transportation network, and

WHEREAS, as a part of the project authorization for construction process, the California Department of Transportation (Caltrans) requires that the City enter into Freeway Agreements, and

WHEREAS, the Project involves reconfiguration of the SR99 and SR132 Freeways and the Freeway Agreement is required to document the changes for each facility, and

WHEREAS, this requires that the City approve two separate Freeway Agreements; one for the SR99 Freeway and another for the SR132 Freeway, and

WHEREAS, this Council has determined that the City should approve a certain Controlled Access Freeway Agreement (Freeway Agreement) with the State of California acting by and through the Department of Transportation for the State Route 132 West Freeway/Expressway - Phase 1 Project (Agreement 10-STA-99 PM R14.4/R21.8 From Crows Landing Road to Pelandale Avenue), bearing the date of April 23, 2019.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Freeway Agreement for State Route 99 with the State of California, acting by and through the Department of Transportation.
BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Freeway 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 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-179

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE WYLIE FLOYD CARVER STREET IMPROVEMENTS PROJECT, ACCEPTING THE BID, AND AWARDING A CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. OF MODESTO, CALIFORNIA, IN THE AMOUNT OF $1,595,915, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the Wylie Floyd Carver Street Improvements project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Wylie Floyd Carver Street Improvements Project were publicly opened at 11:00 a.m. on March 26, 2019, and later tabulated by the Director of Community and Economic Development for the consideration of Council, and

WHEREAS, the Director of Community and Economic Development has recommended that the bid of $1,595,915 received from American Pavement Systems, Inc., of Modesto, CA be accepted as the lowest responsible and responsive bid and the contract be awarded to American Pavement Systems, Inc., and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to follow the formal bid procedures. An award of $1,595,915 and agreement for Construction for Community and Economic Development Department to use American Pavement Systems, Inc., Modesto, CA, conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and American Pavement Systems, Inc. was the lowest responsive and responsible bidder, and
WHEREAS, City staff and the City Manager recommend awarding the contract to American Pavement Systems, Inc. of Modesto, California.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves the plans and specifications for the Wylie Floyd Carver Street Improvements project, accepts the bid of American Pavement Systems, Inc. of Modesto, CA, in the amount of $1,595,915, and awards American Pavement Systems, Inc. the contract for the Wylie Floyd Carver Street Improvements project.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the contract, 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 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 AMENDING THE FISCAL YEAR 2018-2019 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET FOR PROJECT #101038 AND INCREASING THE MEASURE L ROAD TAX FUND TRANSFER IN THE AMOUNT OF $400,000, FOR THE WYLIE FLOYD CARVER STREET IMPROVEMENTS PROJECT

WHEREAS, the Wylie Floyd Carver Street Improvements project will rehabilitate deteriorated pavement with an asphalt rubber chip seal within the street limits of Wylie Drive from Oakdale Road to Brighton Avenue, Floyd Avenue from McHenry Avenue to Orchard Park Way, and Carver Road from 9th Street to Pelandale Avenue, and

WHEREAS, in November 2016, the voters of Stanislaus County approved the county wide, 25-year, half-cent sales tax increase known as Measure L, and

WHEREAS, on July 5, 2017, by Resolution No. 2017-269, Council approved a list of projects including the Lakewood Neighborhood Street Improvements project to be funded with Measure L tax proceeds in Fiscal Year 2017-18, and

WHEREAS, on September 4, 2018, by Resolution No. 2018-380, Council approved an amendment to the list of project funded with Measure L proceeds of which allocated an additional $1,700,000 to the Wylie Floyd Carver Street Improvements project, and

WHEREAS, bids were opened March 26, 2019 with the lowest bidder 6.12% below the engineer’s estimate, and

WHEREAS, the Measure L funds in FY 2018-19 for the local streets and roads category have not been allocated and are available to use, and

WHEREAS, on February 28, 2019 staff recommended to the Citizens Transportation Sales Tax Commission the allocation of $400,000 of the $1,658,925
Measure L funds available for FY 2018-19 to fund the additional costs for the Wylie Floyd Carver Street Improvements project, and

WHEREAS, the Fiscal Year 2018-19 Capital Improvement Program Budget for Project #101038 – Wylie Floyd Carver Street Improvements must be amended by $400,000 with a transfer from Measure L Road Tax fund and allocation of funds to the projects expense budget.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby amends the Fiscal Year 2018-2019 Capital Improvement Program (CIP) Budget for project #101038 and increasing the Measure L Road Tax fund transfer in the amount of $400,000, for the Wylie Floyd Carver Street Improvements Project.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 AUTHORIZING THE DIRECTOR OF UTILITIES TO APPROVE CHANGE ORDERS UP TO THE CUMULATIVE AMOUNT OF $159,592 (10% OF THE ORIGINAL CONTRACT PRICE) FOR THE WYLIE FLOYD CARVER STREET IMPROVEMENTS PROJECT

WHEREAS, the Wylie Floyd Carver Street Improvements project bids were publicly opened on March 26, 2019, and American Pavement Systems, Inc., of Modesto California was the apparent low bidder with the amount of $1,595,915, and

WHEREAS, the contingency cost for the Wylie Floyd Carver Street Improvements project is estimated to be $159,592, or 10% of the original contract price, an amount which exceeds the Director’s authority for the project as enacted by Council Resolution No. 94-443 on July 19, 1994, and

WHEREAS, City staff is requesting authorization to increase the contract change order budget to 10% due to a requirement to have the project constructed while local schools are out for summer break, and

WHEREAS, the Director of Utilities shall have authority to approve change orders up to the cumulative amount of $159,592.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities to approve change orders up to the cumulative amount of $159,592 (10% of the original contract price).
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23<sup>rd</sup> day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 APPROVING THE AWARD OF BID FOR THE MODESTO POLICE DEPARTMENT (MPD) RECORDS UNIT OFFICE REMODEL TO WARREN'S OFFICE INC., MODESTO, CA, FOR A ONE-TIME PURCHASE AND INSTALLATION OF OFFICE FURNITURE WITH AN ESTIMATED COST NOT TO EXCEED $86,803, AND AUTHORIZING THE PURCHASING MANAGER, OR HER DESIGNEE, TO EXECUTE THE PURCHASE ORDER

WHEREAS, staff assigned to the Records Unit do not have assigned workstations and must rotate workstations, based on their assigned duties of the day, each shift, and

WHEREAS, it is imperative that the workstations are adjustable to accommodate their various users in order to be ergonomically correct and comfortable for staff during their ten and a half hour shifts, and

WHEREAS, the Records Unit area hasn’t been updated since the move into the Police Administration building approximately 17 years ago, and

WHEREAS, the Police Department will be moving towards electronic field reporting, this will greatly reduce and/or eliminate paper police reports that take longer to reach the Records, and

WHEREAS, on November 20, 2018 Bids were formally opened in the City Clerk’s Office, and

WHEREAS, nineteen vendors downloaded the Request for Bids (RFB), two vendors responded, one of which was a local vendor, and

WHEREAS, one apparent low bidder was considered non-responsive because it did not meet the minimum specifications as required in the RFB, and
WHEREAS, staff recommends the award of bid for the procurement and installation of office furniture for the MPD Records Unit Office Remodel to Warden’s Office Inc., Modesto, CA for the estimated cost not to exceed $86,803.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the purchase of office furniture for the MPD Records Unit Office Remodel to Warden’s Office Inc., Modesto, CA for the estimated cost not to exceed $86,803.

BE IT FURTHER RESOLVED, that the Purchasing Manager, or her designee, is hereby authorized to execute the purchase order.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

(Seal)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney

ATTEST: [Signature]

STEPHANIE LOPEZ, City Clerk
RESOLUTION APPROVING A PURCHASING AGREEMENT WITH DS SERVICES OF AMERICA, INC., ATLANTA, GA AND NESTLE WATERS NORTH AMERICA, FOR BOTTLED WATER SERVICES, FOR A TWO-YEAR AGREEMENT WITH THREE ONE-YEAR EXTENSION OPTIONS, FOR AN ANNUAL COST NOT TO EXCEED $80,000 AND $20,000, RESPECTIVELY, FOR A TOTAL COMBINED ANNUAL COST NOT TO EXCEED $100,000 AND A TOTAL COMBINED FIVE YEAR COST NOT TO EXCEED $500,000, PROVIDING THE ABILITY TO TRANSFER FUNDS BETWEEN THE TWO PURCHASING AGREEMENTS IF NEEDED, AND AUTHORIZING THE PURCHASING MANAGER, OR HER DESIGNEE, TO EXECUTE THE PURCHASE AGREEMENTS

WHEREAS, bottled water is utilized by all departments for City projects where clean, cool water is not readily accessible for consumption, and

WHEREAS, per the California Division of Occupational Safety and Health, better known as Cal/OSHA T8CCR 3395, employees shall have access to potable drinking water that requires it to be fresh, pure, suitably cool, and provided free of charge, and

WHEREAS, the Purchasing Division issued RFB No. 1819-05, for Bottled Water Service, and posted on PlanetBids via the City’s Website on October 31, 2018, and

WHEREAS, bids were formally opened in the City Clerk’s Office on November 20, 2018, and

WHEREAS, four vendors downloaded the RFB; three vendors responded, one of which was a local vendor, and

WHEREAS, all three vendors are responsive and responsible bidders, and

WHEREAS, for the 5-gallon bottled water service, Nestle Waters North America would provide an approximate cost difference of $7,444 from the next lowest vendor for the first year, and a five year cost difference of approximately $19,679 for the life of the agreement, and
WHEREAS, for the case quantities of 16.9 Fl. Oz. bottles of water, DS Services of America would provide an approximate cost difference of $11,760 from the next lowest vendor for the first year, and a five year cost difference of approximately $58,803 for the life of the agreement, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to follow formal bid procedures; the award of RFB No. 1819-05 and agreements for bottled water service for Citywide use to DS Services of America, Atlanta, GA., and Nestle Waters North America, Livermore, CA., conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and both DS Services of America and Nestle Waters North America were the lowest responsive and responsible bidders.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a purchasing agreement with DS Services of America, Inc., Atlanta, GA and Nestle Waters North America, for bottled water services, for a two-year agreement with three one-year extension options, for an annual cost not to exceed $80,000 and $20,000, respectively, for a total combined annual cost not to exceed $100,000 and a total combined five year cost not to exceed $500,000, providing the ability to transfer funds between the two purchasing agreements if needed.

BE IT FURTHER RESOLVED, that the Purchasing Manager, or her designee, is hereby authorized to execute the purchasing agreements.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 APPROVING THE FIRST AMENDMENT INCREASING THE AGREEMENT AMOUNT WITH ELAVON INC., ATLANTA, GA FOR MERCHANT SERVICES BY $340,792 FROM $1,984,255 TO A NEW TOTAL AMOUNT OF $2,325,047; AND EXTENDING THE TERM OF THE AGREEMENT FROM MAY 31, 2019 TO MAY 31, 2021; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the City of Modesto currently uses a merchant services provider, Elavon, Inc., to manage the processing of electronic payment transactions for debit card, credit card, and e-check payments, and

WHEREAS, on April 28, 2015 by Resolution 2015-126, Council approved the procurement of merchant services by “assessing the terms” of a competitively bid, State of California, Department of General Services (DSG) Merchant Service Agreement (MSA) with Elavon Inc., Atlanta, GA at an anticipated annual cost of $396,851 and over five years of $1,984,255, through a two year agreement with three one year extensions, and

WHEREAS, the term of the current agreement is due to expire May 31, 2019, and

WHEREAS, the City continues to have a need for a payment gateway for merchant services for credit card, debit card, and e-check payments such as parking, transit, taxes, permits, event rentals and utility walk-in and utility phone payments, and

WHEREAS, the City was able to find a cooperative purchasing agreement that it will be able to piggyback off of from the State of California, and

WHEREAS, this agreement, if awarded, will allow the City to contract with Elavon, Inc. to be the payment gateway for merchant services while allowing the City to benefit from the volume pricing, and
WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchase, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid; However, exceptions to the formal bidding process are granted in MMC 8-3.202(d) which encourages the Purchasing Manager to join with the State of California and other units of government in cooperative purchasing plans when the best cost savings interest of the City would be served; Elavon meets the requirement under this MMC due to their recent, mutually agreed upon, continued term for up to 24 months beyond the MSA expiration date of May 31, 2019 with the State of California, Department of General Services (DGS) Master Services Agreement (MSA).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment increasing the agreement amount with Elavon Inc., Atlanta, GA for merchant services by $340,792 from $1,984,255 to a new total amount of $2,325,047; and extending the term of the agreement from May 31, 2019 to May 31, 2021.

BE IT FURTHER RESOLVED, the City Manager, or his designee, is authorized to execute the amendment.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 THE POSITION ALLOCATION PLAN TO
ELIMINATE ONE SENIOR ADMINISTRATIVE OFFICE ASSISTANT
(CONFIDENTIAL) AND ONE FIRE CAPTAIN AND CREATING ONE
BATTALION CHIEF IN THE MODESTO FIRE DEPARTMENT

WHEREAS, a Position Allocation for the City of Modesto was adopted by
Modesto City Council on July 10, 2018, by resolution 2018-283, and

WHEREAS, classification studies are conducted to ensure that a classification
system is equitable and consistent within an organization and that positions are correctly
classified, and

WHEREAS, per Personnel Administrative Order 2.2-87-12, a classification study
may be conducted in response to a reclassification request, to develop/revise a
classification specification, or to assist in a reorganization, and

WHEREAS, classification studies were conducted by Human Resources to
determine appropriate classification, and

WHEREAS, position changes will be effective the pay period in which April 23,
2019 falls, (Pay Period beginning April 16, 2019).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto
that it hereby approves amending the Position Allocation Plan for Fiscal Year 2018-19
for various departments as follows:

1. Eliminate one (1) Senior Administrative Office Assistant (Confidential) and
one (1) Fire Captain and create one (1) Battalion Chief in the Modesto Fire
Department.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 INCREASING THE AGREEMENT AMOUNT WITH HVS CONVENTION, SPORTS, AND ENTERTAINMENT FACILITIES CONSULTING, FOR A HOTEL FEASIBILITY STUDY BY $10,000 FROM 49,300 TO A NEW AMOUNT OF $59,300; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on October 24, 2018, the City entered into an agreement (Agreement) with HVS Convention, Sports, and Entertainment Facilities Consulting (Consultant), for a Hotel Feasibility Study, and

WHEREAS, the City and Consultant desire to amend the Agreement to include additional funding for additional services and expenses related to the hotel market study, and

WHEREAS, the Amended Agreement would increase the total compensation to Consultant by $10,000 from $49,300 to $59,300, and

WHEREAS, funding for the increase in budgeted in the Fiscal Year 2018-2019 Operating Budget for the Modesto Centre Plaza (Community Center Operations Fund).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Agreement with HVS Convention, Sports, and Entertainment Facilities Consulting, for a Hotel Feasibility Study, by $10,000 from $49,300 to a new total amount of $59,300.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the First Amendment to 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 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 ADOPTING A LIST OF PROJECTS TO BE FUNDED WITH ROAD REPAIR AND ACCOUNTABILITY ACT TAX PROCEEDS IN FISCAL YEAR 2019-20

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statues of 2017) was passed by the Legislation and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide, and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year, and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include description and the location of each proposed project, a proposed schedule for projects completion, and the estimated useful life of the improvement, and

WHEREAS, the City will receive an estimated $3,571,000 in RMRA funding in Fiscal Year 2019-20 from SB 1, and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for traveling public that would not have otherwise been possible without SB 1 funding, and

WHEREAS, the City has conducted a robust public process to ensure public input, Community outreach meetings and calls received from citizens regarding
conditions of streets in their neighborhoods were considered in evaluating and developing a list for improvements, and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the high priority and cost effective projects that also meet the community’s priorities for the transportation investment, and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets that have been targeted for improvements and add active transportation infrastructure throughout the City this year and similar projects into the future. Targeted areas will include 269 low volume residential streets, which include following areas; Pine Tree, Creekwood, Lincoln Oak, Mable, Norwegian, Rumble and Veneman Areas for FY 2019-20. The city’s Slurry Seal Program will preserve and increase street life by five to seven years ensuring smoother and safer pavement conditions for vehicle travel, and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets are in fair/good condition and this revenue will help us increase the overall quality of our street and road system and over the next decade will bring our streets into an excellent/good condition, and

WHEREAS, the SB 1 project list and overall investment in our local streets and road infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby adopts the list of projects (Attachment A) for Fiscal Year 2019-20 and funding by SB1: Road Repair and Accountability Act of 2017.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 

(APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney)
<table>
<thead>
<tr>
<th>Project Type</th>
<th>FY 2019-20 Project Name</th>
<th>Location</th>
<th>Total Project Cost</th>
<th>Estimated Project Start Date</th>
<th>Estimated Project Completion Date</th>
<th>Community Benefit Summary</th>
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<tbody>
<tr>
<td>Slurry Seal</td>
<td>Slurry Seal</td>
<td>Various – Refer to Map of Slurry Seal Projects 2019</td>
<td>$1,045,000</td>
<td>May 1, 2019</td>
<td>Sept. 30, 2019</td>
<td>Increase Street life by five to seven years</td>
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<tr>
<td>Crack Seal</td>
<td>Crack Seal</td>
<td>Various Throughout City</td>
<td>$271,810</td>
<td>Oct. 1, 2019</td>
<td>May 1, 2020</td>
<td>Preparation for slurry seal product</td>
</tr>
<tr>
<td>Asphalt Repairs (Dig Outs)</td>
<td>Asphalt Repairs</td>
<td>Various Throughout City</td>
<td>$200,000</td>
<td>Oct. 1, 2019</td>
<td>May 1, 2020</td>
<td>Preparation for slurry seal product</td>
</tr>
<tr>
<td>Traffic Signal &amp; Street Lighting Maintenance</td>
<td>Traffic Signal &amp; Street Lighting Maintenance</td>
<td>Various Throughout City</td>
<td>$1,100,000</td>
<td>July 1, 2019</td>
<td>June 30, 2020</td>
<td>LED lighting has ten-year life and is energy efficient</td>
</tr>
<tr>
<td>High Voltage Street Light Maintenance</td>
<td>High Voltage Street Light Maintenance</td>
<td>Various – Refer to Exhibit A – E for HVC</td>
<td>$400,000</td>
<td>July 1, 2019</td>
<td>June 30, 2020</td>
<td>Required for LED fixture, ten year life</td>
</tr>
<tr>
<td>Traffic Sign &amp; Striping Maintenance</td>
<td>Traffic Sign &amp; Striping Maintenance</td>
<td>Various Throughout City</td>
<td>$554,190</td>
<td>July 1, 2019</td>
<td>June 30, 2020</td>
<td>Two to five-life for strip and five-year life for signs</td>
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<tr>
<td>Total FY 19/20</td>
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<td></td>
<td>$3,571,000</td>
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<td></td>
</tr>
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</table>
Exhibit D

VIRGINIA/COLDWELL HVC - 32 STREET LIGHTS
Exhibit E

Kearney North 22 Street Lights approx 60 years old
RESOLUTION APPROVING THE 2019 TITLE VI PROGRAM UPDATE, AND AUTHORIZING THE TRANSIT MANAGER TO FILE THE PLAN WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND TAKE ANY NECESSARY SUBSEQUENT ACTIONS REQUIRED TO RECEIVE FTA APPROVAL OF THE PLAN

WHEREAS, the City of Modesto operates fixed route and American Disabilities Act (ADA) Paratransit service for the Modesto urban area, and

WHEREAS, as a recipient of Federal Transit Administration (FTA) funds the City is required to ensure that transit programs do not discriminate on the basis of race, color, and national origin pursuant to the requirements of Title VI of the Civil Rights Act of 1964, as amended, and

WHEREAS, the FTA issued Circular FTA C 4702.1B, effective October 1, 2012, setting forth requirements and guidelines for Title VI compliance for its grantees, and

WHEREAS, the FTA requires the City of Modesto Transit to submit a Title VI program every three years as a condition of receiving ongoing federal funds, and

WHEREAS, FTA requires that the program must be approved by the Council of the City of Modesto prior to submission to FTA, and

WHEREAS, attached hereto as Exhibit A is the 2019 Title VI Program Update prepared by City staff in compliance with the regulations promulgated by the FTA to implement Title VI of the Civil Rights Act of 1964, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City of Modesto Transit Services 2019 Title VI Program Update attached hereto as Exhibit A.
BE IT FURTHER RESOLVED that the City Council authorizes the Transit Manager to submit the Title VI Program Update to the FTA.

BE IT FURTHER RESOLVED that the City Council authorizes the Transit Manager to take any other steps necessary to give effect to this Resolution, including responding to any follow-up inquiries from the FTA.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: [Signature]

(STEPHANIE LOPEZ, City Clerk)

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
Modesto Transit Title VI Program Update

Adopted:
April 25, 2019
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INTRODUCTION

This City of Modesto Transit Title VI Program Report provides the policies, procedures, and data analysis to comply with guidelines issued by the Federal Transit Administration of the United States Department of Transportation to implement Title VI of the 1964 Civil Rights Act. A federal statute, Title VI, provides that “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” In addition, Presidential Executive Order 13166, implemented in 2000, requires recipients of federal funds to take reasonable steps to address the needs of individuals who have limited-English proficiency in order to ensure no discrimination occurs based upon national origin.

Since 1972, the Federal Transit Administration (FTA) has required applicants for and recipients of Federal assistance to provide assessments of compliance as part of the grant approval process. The FTA has the responsibility to ensure that federally services and benefits are distributed in a non-discriminatory manner consistent with Title VI including as related to Environmental Justice and access for individuals who have Limited English Proficiency. This update conforms to the FTA’s Title VI Circular 4702.1B, effective October 2012.

As a federal grant recipient, City of Modesto Transit is required to maintain an implementation plan for nondiscrimination transit programs and provide to FTA information on its compliance. City of Modesto Transit submits a Title VI Plan Update and compliance report to the FTA Region 9 office every three years to highlight Modesto Transit’s efforts to support and comply with all aspects of Title VI. This program update covers the period from March 31st, 2015 through March 31st, 2018.

City of Modesto Transit, as required under Circular 4702.1B, has included the following information in this program report:

1. Discussion and attachments pertaining to general Title VI requirements.
   a. Title VI Notice to Public
   b. Title VI Complaint Procedures
   c. List of Investigations, Complaints, or Lawsuits
   d. Public Participation Plan
   e. Language Assistance Plan
   f. Membership of Non-elected Committees
   g. Sub-recipient Monitoring
   h. Construction Projects
2. Discussion and attachments pertaining to Title VI requirements for transit operators.
   a. Service Standards and Policies
   b. Demographic and Service Profile
   c. Demographic Ridership and Travel Patterns
   d. Monitoring Program Results
   e. Public Engagement for Policy Development
   f. Title VI Equity Analyses

3. Governing Board Approval
MODESTO TRANSIT BACKGROUND

The City of Modesto's transit service was initially known as the Modesto Motor Bus Service and was operated by a private owner. Ridership on the service peaked during World War II when automobiles and gasoline were in short supply. Ridership and the service's profitability began a steady decline after the war due primarily to the popularity of the automobile.

The City first became involved with public transit in an attempt to maintain the profitability of the private transit company. By 1968 the buses used by the company were old and undependable and due to their advanced age required a high level of expensive maintenance. The City obtained a federal grant to purchase four new 1968 buses which it turned over to the private company to replace its aging fleet. The new buses reduced operating expenses and attracted new riders and thus enabled the company to continue in business.

By 1973 the company owner, who did everything himself from maintaining buses to dispatching and driving, decided that the business could no longer continue profitably. No buyers were interested in acquiring the business and it was about to shut down.

The City determined that it was important for the community to have public transit service continue and decided to operate it as a public service, ultimately changing the name to Intracity Transit. At the time the City acquired the service it was carrying a few hundred thousand riders per year. The service now carries the name Modesto Area Express (MAX), which was adopted by the City in 1990. The City of Modesto operates both Modesto Area Express (MAX) and Modesto Dial-A-Ride (MADAR), which currently serve the City of Modesto, and portions of other areas outside the city limits.

MAX provides 17 urban bus routes on Mondays through Fridays, beginning as early as 5:45 a.m. and ending generally at 8:00 p.m. One route (Route 21) operates on 15-minute headway. Twelve routes operate on 30-minute headways, while all others operate on one-hour headways. Between Routes 22 and 23, 15-minute service is provided along McHenry Ave. On Saturdays, MAX operates 15 routes, ten of which operate on 30-minute headways, while the others operate on one-hour headways. Twelve MAX routes are provided on Sundays, with all routes operating on one-hour headways. In addition to the urban routes, MAX provides weekday morning and evening commuter routes to and from the Dublin/Pleasanton Bay Area Rapid Transit (BART) Station and Manteca/Lathrop Altamont Commuter Express (ACE) train station.

The Modesto Dial-A-Ride system operates as a senior/disabled, paratransit service to satisfy the Americans with Disabilities Act (ADA) for the City of Modesto transit system. MADAR functions as the ADA complementary paratransit service from 4:45 a.m. to 11:00 p.m., Monday through Friday, and 7:15 a.m. to 9:00 p.m. on Saturdays, and 8:45 a.m. to 8:15 p.m. on Sunday. As shown in the table above, the majority of MAX routes connect to the downtown Modesto Transportation Center. This Center provides a connection point to other regional and interregional transit services such as StaRT, Greyhound, Taxi, and the Modesto Area Express.
Commuter buses to BART and ACE. The Transit Center is also designed to accommodate a future passenger ACE rail stop in Modesto.

Apart from the transit connections offered at the Modesto Transportation Center, transfers to other regional transit services are offered at other locations within the MAX system’s routes. MAX Route 25 and MADAR provide transit service to the Amtrak station on Held Drive. Transfers to StaRT and eTrans (City of Escalon) bus service are available from MAX drivers after paying a fare or providing a valid pass. At Hatch Road and Herndon Road in Ceres, transfers between MAX and Ceres Area Transit are provided. In addition, a twice a week connection is provided with MAX at the Vintage Faire Mall with the Ripon Blossom Express.
Program Objectives

Modesto Transit's Title VI Program goals are:

- Ensuring that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promoting full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensuring meaningful access to transit-related programs and activities by persons with limited English proficiency.

PUBLIC NOTIFICATION PROCESS

Modesto Transit does not discriminate against any person with respect to any federally-assisted transit program or service. Modesto Transit provides information regarding its Title VI obligations to the public using a variety of methods. Information, including references to FTA circulars, the Transit Title VI program, and the Title VI complaint procedure, is available on the Modesto Transit website and at the Modesto Transit office. It is also provided to staff, citizens, consultants, and contracted transit providers. The required Notice of Non-Discrimination Policy (Appendix A) is posted at the MAX office, at the Transit office, on the website, in the MAX Ride Guide, and in the Modesto Area Dial-A-Ride Consumer Guide. It is also included in all contracts, Memorandums of Understanding, public meetings, and bid advertisements.

COMPLAINTS

Modesto Transit has a complaint process in place. The Title VI Complaint Procedures and Complaints are filed through GoModesto!, an intuitive, multi-lingual, on-the-go reporting tool allowing residents of Modesto to report issues and receive progress notifications through the conclusion of the investigative process. Individuals can access GoModesto! at the city's and MAX website that allows available in English and in Spanish and can be accessed on the website, MAX office, and at the Modesto Transit office. Copies of these documents are located in Appendix B.

Title VI complaints are made to the administrative offices of Modesto Transit. All individuals making a Title VI complaint shall be notified in writing of the protections and due process procedures available to them as provided by Title VI. All Title VI complaints are recorded in a special Title VI file. Following the filing of a complaint, Modesto Transit will conduct an investigation and ensure that all necessary follow-up actions are conducted. As required by the FTA, the Title VI complaint file includes the date of the complaint, the date(s) of the
investigation, summary of the allegation, current status of the investigation, and actions, legal or administrative, taken as a result of the complaint.

Due to the absence of any Title VI complaints, local state or federal agency investigations, or lawsuits during the preceding reporting period, no list is included in this document.

PUBLIC PARTICIPATION

Modesto Transit relies upon StanCOG's Public Participation Plan (Appendix C) for ensuring compliance with FTA requirements for a locally developed public participation process to consider public comment before raising a fare or carrying out a major change in transportation service.

Modesto Transit recognizes the importance of participating in a wide variety of public meetings and workshops to share information about transit programs, activities, and services in order to collect information from users of Modesto Transit services. A summary of Outreach Activities performed in this reporting is attached as Appendix D.

It is through these conversations that transit staff receives input regarding transit issues and concerns from disadvantaged citizens, including senior citizens, minorities, low-income, and persons with physical or cognitive disabilities. All Modesto Transit-sponsored meetings or activities are conducted in ADA accessible locations and have ready access to public transit services (fixed-route and paratransit).

Information on public outreach meetings is widely disseminated on the website, at the Transit Center, on the buses, through social service agencies to maximize awareness that all transit users and interested citizens are welcomed as part of the decision making process.

Regular meetings are held with local agency representatives and riders as well, to ensure that information on the paratransit system is widely disseminated, and that rider concerns and questions are addressed. A rider and agency representatives committee, which meets regularly, is provided information on the fare structure and is used as a consultative body when making fare decisions. Paratransit riders are offered periodic opportunities to evaluate and comment on the City's paratransit system through customer surveys and comment forms.

In accordance with the Public Participation Plan, Modesto Transit had a substantial outreach program before and after service changes were implemented in January 2018 impacting both fixed route and ADA paratransit service.

To ensure the consideration of many points of view in considering the impacts of the route changes, Modesto Transit staff brought the issue to regional agency meetings, Staff also conducted discussion with local social service agencies to attempt to mitigate the impact on
clients and prepare for changes. Transit also held an Open House for the public to answer questions and provide information about why the change was needed.

Since this was the first fare increase since 2008, Transit staff anticipated more questions from riders. To assist in providing information and to provide another avenue to gather rider comments on the proposed change, Transit staff held several table days at the Transit Center at which staff members were available to take written comments, record verbal comments (if needed), and answer questions. Flyers at the Transportation Center, in the buses, and at City hall provided information on the proposed changes and also notified the public that comments could be made by mail or on the website. Flyers also included a phone line for more information.

All of these activities occurred before the fare increase was brought to City Council for a formal Public Hearing.

**LANGUAGE ASSISTANCE PLAN**

Consistent with Title VI, DOT’s implementing regulations, and Executive Order 13166, Modesto Transit takes reasonable steps to ensure meaningful access to benefits, services, information, and other important transit activities for individuals who are limited-English proficient (LEP).

To provide meaningful access to Modesto Transit programs and services for persons who have limited English proficiency, a LEP plan was developed (Appendix E). This plan is a training tool and guide for transit staff members on how to recognize a person who may need language assistance and how to provide that assistance.

Local demographic data reveal a need to provide language assistance within the Spanish-speaking community. It is the goal of Modesto Transit’s LEP program and plan to provide bilingual English/Spanish editions of all public transit information materials. During this reporting period, the remaining critical information documents for MAX and MADAR, except for the limited text portions on the MAX system map, have been translated into Spanish. In addition, any service change notices are posted on the website, at key transit sites, and are prominently displayed in all buses in both English and Spanish.

Both MAX and MADAR operations have customer services staff members who are bilingual and are trained to assist persons with limited English language proficiency. In recognition of the level of support needed, MADAR and MAX operations staff have bilingual supervisors and customer service representatives to assist Spanish speaking riders. Modesto Transit has also worked with other City divisions to procure LanguageLine phone support which can provide real time translation support for over 200 languages.

Modesto Transit also continues to conduct outreach to LEP populations in the neighborhoods in which they live. Through the MAX Pass Outlet Program, Modesto Transit contracts with a variety of community-based organizations and small businesses to provide similar access to bus
passes throughout the MAX service area. This program provides an additional opportunity to obtain written and verbal information about MAX services, as well as opportunities to purchase MAX passes in the language most common to the neighborhood.

COMMITTEE MEMBERSHIP

Title 49 CFR Section 21.5(b)(1)(vii) states that the recipient of a federal transit grant may not, on the grounds of race, color, or national origin, deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of a program.

Modesto Transit’s only advisory body is the Modesto Transit ADA Advisory Committee. All meetings are announced to local agencies, community groups, advocacy organizations, and MADAR riders and are open to the public.

No table of committee member racial breakdown is included in this report since Modesto Transit has no committees for which it appoints members.

SUBRECIPIENTS

Modesto Transit had two subrecipients during this reporting period, the County of Stanislaus and the City of Ripon. The City of Modesto and the City of Ripon entered into a Memorandum of Understanding (MOU) regarding FTA Section 5307 funded activities for the Modesto Urbanized Area (Appendix F) which terminated in 2017 when the grant period concluded and Ripon was incorporated into the San Joaquin Council of Governments region, out of the Stanislaus County COG. With this reassignment, Stanislaus County remains as a subrecipient of 5307 funds.

During this review period, the Ripon Blossom Express began providing a deviated route service with two morning runs and two afternoon runs on Tuesdays and on Thursdays. The service is focused on connecting Ripon citizens with medical centers and shopping in North Modesto. Since Ripon provides a very small, limited service, Modesto Transit’s monitoring has been generally informal through email and phone support as Ripon staffs have worked though the initial implementation of their service. Modesto Transit staff also ensures submission of annual certifications and assurances.

Modesto Transit does an annual compliance review of Stanislaus Regional Transit’s. The documentation required from as part of this review is in

CONSTRUCTED FACILITIES

During the preceding reporting period Modesto Transit has not constructed any facilities.

STANDARDS AND POLICIES
In addition to the above general reporting requirements, FTA Circular 4702.1B requires providers of fixed route public transportation to submit additional information specific to fixed route service. Since Modesto Transit does NOT operate fifty or more fixed route vehicles in peak service, it is subject only to the requirements for system-wide standards and policies.

Title 40 CFR Section 21.5(b)(2) specifies that a recipient shall not utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin. In addition, Appendix C to 49 CFR Part 21 establishes that no person or group of persons shall be discriminated against with regard to routing, scheduling, or quality of service on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and locations of routes may not be determined on the basis of race, color, or national origin.

Modesto Transit has adopted the following service standards and policies in compliance with these regulations:

**Vehicle Load Standard**

**Peak**
The average of all loads during the peak operating period should not exceed each bus’s achievable capacity. Peak loads are:

<table>
<thead>
<tr>
<th>Bus Type</th>
<th>Passenger Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Floor 35’</td>
<td>67</td>
</tr>
<tr>
<td>Low Floor 40’</td>
<td>80</td>
</tr>
<tr>
<td>Standard 35’</td>
<td>50</td>
</tr>
<tr>
<td>Standard 40’</td>
<td>63</td>
</tr>
</tbody>
</table>

**Off Peak**
The average loads during off peak hours should not exceed the number of seats in the bus. Seating capacities are:

<table>
<thead>
<tr>
<th>Bus Type</th>
<th>Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Floor 35’</td>
<td>30</td>
</tr>
<tr>
<td>Low Floor 40’</td>
<td>36</td>
</tr>
<tr>
<td>Standard 35’</td>
<td>33</td>
</tr>
<tr>
<td>Standard 40’</td>
<td>41</td>
</tr>
</tbody>
</table>

**Vehicle Headway Standard**

The standard headway for weekday service is 30 minutes during the entire service day. Routes that average fewer than 25 passengers per vehicle service hour will be operated with hourly headways unless special conditions warrant more frequent service.
Scheduling involves the consideration of a number of factors including: ridership productivity, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the City's general plan and the StanCOG regional transportation plan, relationship to major transportation developments, land use connectivity, and transportation demand management.

On-Time Performance Standard

Eighty-five (85) percent of vehicles will complete their established runs no more than eight (8) minutes late and without departing any mid-route bus stops more than three (3) minutes early.

Service Availability Standard

Transit routes will be distributed so that 90% of all residents live within ¼ mile of a bus route.

Vehicle Assignment Policy

Buses will be assigned to routes so that each group of buses of the same age will be evenly distributed across the service area. Low Floor buses will be deployed on high ridership routes to facilitate expeditious boarding and alighting.

Transit Amenities Policy

Installation of Transit amenities along bus routes are based on:

1. The number of passengers boarding at bus stops along each route.

2. The availability of sidewalk space or property behind the sidewalks that could accommodate amenities.

3. The physical capabilities of passengers anticipated to use the amenities, e.g. stops used frequently by disproportionately large numbers of seniors or passengers with disabilities are more likely to receive amenities.

4. The distribution of boardings during the hours service is provided. Stops that board large numbers of passengers once or twice each day and few during the remainder of the day will be less likely to receive amenities than stops with fewer boardings distributed more evenly throughout the day.
Appendices
APPENDIX A

MAX's Non-Discrimination Statement
Modesto Area Express (MAX) is committed to a policy of non-discrimination in program services pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a complaint with MAX.

To receive additional information on MAX’s non-discrimination obligations, or to file a complaint, please call the MAX administrative office at 209.577.5295 or write to:

City of Modesto Transit Division
P.O. Box 642,
Modesto, CA 95353.

Modesto Area Express (MAX) se compromete a una norma de no discriminación en sus programas de servicio de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Cualquier persona que crea que ha sido discriminada bajo el Artículo VI basado en raza, color, u origen nacional puede asentar una demanda con MAX.

Para recibir más información acerca de las obligaciones de no discriminación de MAX o para archivar una demanda, favor de llamar al 209.577.5295 o escriba a:

City of Modesto Transit
P.O. Box 642
Modesto CA 95353
Complaint Procedures
City of Modesto Transit Civil Rights Complaint Procedure

The City of Modesto operates its transit services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with the City of Modesto Transit Section. Any such complaint must be in writing and filed with the Modesto Transit within 180 days following the date of the alleged discriminatory occurrence.

City of Modesto Transit Title VI Complaints forms are available at the office of the City of Modesto Transit Section located at 1010 10th St. Modesto, CA 95354 and online at www.modestoareaexpress.com. Completed forms should be mailed to:

City of Modesto Transit
P.O. Box 642
Modesto, CA 95353

Verbal complaints will be accepted and transcribed by the Title VI Coordinator for any complainant unable to complete the form. Verbal complaints may be filed in person at 1010 10th St or by phone 209-577-5201. Complainants may also file a Title VI complaint online via the City’s GoModesto! cloud-based, online reporting system. Both the ModestoAreaExpress and City of Modesto websites have links directing individuals to the GoModesto! portal.

A complainant may file a complaint directly with the United States Department of Transportation and/or the California Department of Transportation. If a complaint is filed with the City of Modesto Transit and an external entity simultaneously, the external complaint may supersede the complaint to the City of Modesto Transit and the internal complaint procedures will be suspended pending the external entity’s findings.

Within 15 business days of receipt of a formal complaint, the Title VI Program Coordinator will send the complainant an acknowledgement letter and begin an investigation (unless the complaint is filed with an external entity first or simultaneously). The investigation will address complaints filed against transit service offered by the City of Modesto and will include discussion(s) of the complaint with all affected parties. City of Modesto Transit will provide appropriate assistance to complainants who have difficulty with disabilities, or who are limited in their ability to communicate in English. Failure of the complainant to provide requested information within 15 business days of the date of the Modesto Transit’s information request letter may result in the administrative closure of the complaint. The complainant may be represented by a representative of his or her choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

The investigation will be conducted and completed within 60 days of the receipt of the formal complaint. City of Modesto Transit will send a letter to the address provided by the complainant stating the final decision of the Transit Manager by the end of the 60-day time
limit. The complainant shall be notified of his/her right to appeal the decision. Appeals may be made to the California and/or United States department of transportation.

For more information on how to file a complaint, contact the Title VI Coordinator by any of the following methods:

By Phone: (209) 577-5201

By Mail: City of Modesto Transit, P.O. Box 642 Modesto, CA 95353

E-mail: transit@modestogov.com

Título VI Procedimientos Para Quejas

La Sección de Tránsito de la Ciudad de Modesto opera sus programas sin distinción de raza, color, religión, género, orientación sexual, origen nacional, estado civil, edad o discapacidad de conformidad con el título VI de la ley de derechos civiles, o de otras leyes aplicables. Para más información:

Llame a Teléfono: (209) 577-5201

O Escriba a: City of Modesto Transit Section P.O. Box 642 Modesto, CA 95353

O envié un Correo electrónico: transit@modestogov.com

Modesto Declaración de política de tránsito

Título VI de la ley de derechos civiles de 1964 declara que:

Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, se excluirá de la participación en, ser negado los beneficios de o ser objeto de discriminación bajo ningún programa o actividad que reciba asistencia financiera Federal.

Modesto Tránsito se compromete a cumplir con los requisitos del Título VI en todas sus actividades y programas financiados por el Gobierno Federal.

Haciendo una Queja bajo la ley de Título VI
Cualquier persona que cree que él o ella ha sido perjudicada por una práctica discriminatoria ilegal bajo el título VI puede presentar una queja con la ciudad. Cualquier queja debe ser por escrito y presentada con la ciudad dentro de los 180 días siguientes a la fecha de la supuesta ocurrencia discriminatoria. Para obtener información sobre cómo presentar una queja, comuníquese con la Sección de Tránsito de la Ciudad de Modesto por cualquiera de los siguientes métodos:

Correo: City of Modesto Transit Section
P.O. Box 642
Modesto, CA 95353

Teléfono: (209) 577-5201
FAX: (209) 571-5521
Correo electrónico: transit@modestogov.com
Title VI Complaint Form

The City of Modesto is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, national origin pursuant to Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination. It is best to file a complaint as close to the date of the event as possible.

The following information is necessary to assist us in processing your complaint. If you require assistance in completing this form, please contact Angela Swanson, Title VI Coordinator, by calling (209) 577-5201. The completed form must be returned to: City of Modesto, Title VI Coordinator, P. O. Box 642, Modesto, CA 95353 or filed at the City of Modesto, 1010 10th Street, Suite 4500, Modesto CA.

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Other Phone:</td>
</tr>
<tr>
<td></td>
<td>City, State and Zip Code:</td>
</tr>
</tbody>
</table>

Name of Person(s) Discriminated against (if someone other than complainant):  

Street Address, City, State and Zip Code:  

Which of the following best describes the reason for the alleged discrimination? (Check one)

☐ RACE
☐ COLOR
☐ NATIONAL ORIGIN (LIMITED ENGLISH PROFICIENCY)

Date of Incident: _____________________  
Time of Incident: _____________________

Please describe the alleged discriminatory incident. Provide the names and titles of all persons involved, including any MAX or City of Modesto employees. Explain what happened, whom you believe was responsible, and other useful information. Please use the back of this form if additional space is required.

[Description:]

[Additional Description:]

Title VI Complaint Form | March 2019
Have you filed a complaint with any other agencies? (Check one) □ YES □ NO

If so, list agency/agencies and contact information below:

<table>
<thead>
<tr>
<th>Agency Name/Address:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

I affirm that I have read the above complaint and that it is true to the best of my knowledge.

Complainant's Signature: ___________________________ Date: ____________

Print Name of Complainant ___________________________

Received by: ___________________________

Date Received: ___________________________
Formulario de queja  
Título VI

La Ciudad de Modesto está comprometida en asegurar que ninguna persona sea excluida en participar de sus servicios ni que se le nieguen los beneficios de servicios en base a raza, color, y origen nacional, de acuerdo a la enmienda al Título VI de la Ley de Derechos Civiles de 1964. Quejas bajo el Título VI deben ser presentadas antes de 180 días de la fecha de la supuesta discriminación. Es recomendable presentar la queja lo más cerca posible a la fecha del evento.

La información siguiente es necesaria para ayudarnos en el procesamiento de su queja. Si requiere ayuda para llenar este formulario por favor contacte a Angela Swanson, Coordinadora del Título VI, al teléfono (209) 577-5201. El formulario completo debe ser enviado a: City of Modesto, Title VI Coordinator, P.O. BOX 642, Modesto, CA 95353 o entregado en las oficinas de la ciudad de Modesto en el 1010 10th Street, suite 4500, Modesto CA.

<table>
<thead>
<tr>
<th>Su nombre:</th>
<th>Teléfono:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirección:</td>
<td>Segundo teléfono:</td>
</tr>
<tr>
<td></td>
<td>Ciudad, estado, y Código Postal:</td>
</tr>
<tr>
<td>Personal(s) que sufrieron discriminación (si es otra que el firmandante): Nombre(s):</td>
<td></td>
</tr>
</tbody>
</table>

Dirección, Ciudad, estado, y Código Postal:

¿Cuál de los siguientes describe mejor la razón por la supuesta discriminación? (Marque uno)

☐ RAZA  Fecha del incidente: _________________________
☐ COLOR  Hora del incidente: _________________________
☐ ORIGEN NACIONAL

Por favor describa el supuesto incidente de discriminación. Proporcione los nombres y títulos de todos los involucrados, incluyendo a cualquier empleado del servicio de MAX o de la Ciudad de Modesto. Explique lo sucedido, quien considera que fue responsable y cualquier otra información específica pertinente. Por favor, use el reverso de este formulario si requiere espacio adicional.

Descripción:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Formulario de queja
Título VI

Por favor describa el supuesto incidente de discriminación (continuación).

<table>
<thead>
<tr>
<th>Descripción:</th>
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<tbody>
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</tbody>
</table>

¿Ha presentado alguna queja ante otra agencia federal, estatal, o local con respecto a este incidente? (Marque Uno)

☐ Si ☐ No

Si la respuesta es afirmativa, por favor, a continuación proporcione el nombre de la agencia o agencias y la información de contacto:

<table>
<thead>
<tr>
<th>Agencia (Dirección, Ciudad, estado, y Código Postal):</th>
<th>Nombre de contacto:</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Teléfono:</th>
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</table>

Confirme que he leído el cargo que se indica arriba y que es verdadero hasta donde tengo conocimiento.

Firma del Declarante: ________________________________
Fecha: ________________

Escribe en letra de imprenta el nombre de declarante

Recibido por: ________________________________
Fecha de recibo: ________________
Public Participation Plan
City of Modesto
Transit Department

Public Participation Plan

March 2019

Adam Barth, Transit Manager
City of Modesto
1010 10th Street, Ste. 4500
P.O. Box 642
Modesto, CA 95353

www.cityofmodesto.com
www.modestoareaexpress.com
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Executive Summary

In order to carry out its mission of connecting communities with safe, reliable, and sustainable service to its fullest potential, the City of Modesto Transit Department is committed to engaging all members of the community – informing riders, residents, community partners, agencies and businesses about changes in service or fares, and providing opportunities to participate in meaningful decision-making about plans and projects that may affect their lives or livelihoods.

Public engagement efforts for the City of Modesto Transit Staff recognize the diversity within the greater Modesto service area and among riders. This Public Participation Plan (PPP) was created to identify effective methods of engaging with communities regardless of race, color, national origin, ability to speak English, or income status, as protected by Title VI of the Civil Rights Act and associated regulations. As clarified in the Federal Transit Administration (FTA) circular 4702.1B, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Further, Executive Order 12898 and FTA circular 4703.1 provide that environmental justice for low income populations should be part of the mission of federally funded programs. Under these mandates, transit operators must take reasonable steps to ensure all persons have access to participate in their activities and programs. Additionally, under Executive Order 13166, public engagement activities must be made accessible to persons who have limited English proficiency.

The plan formalizes the City of Modesto Transit’s public engagement policies designed to encourage partnerships with Modesto’s diverse communities, ensuring that their concerns are heard and their contributions are included along with those of the greater population. The plan provides the roadmap staff will use to advance that goal, along with identification of key contacts 2016-2019, and the recent history of public engagement activities carried out by Transit Staff.
Introduction

As part of its Title VI Program, City of Modesto Transit is committed to sponsoring vigorous public participation processes by enhancing its strategies for engaging minority and Limited English Proficient (LEP) individuals in the decision-making. Public participation and community involvement are vital to the growth and development of the transit services which serve the City of Modesto.

In order to carry out its mission of connecting communities with safe, reliable and sustainable service to its fullest potential the Transit Staff is committed to engaging all members of the community – informing riders, residents and businesses about changes in services or fares, and providing opportunities to participate in meaningful decision-making about projects and plans, including facilities, routes, service hours and fares, that may affect their live or livelihoods. This plan provides detailed guidelines for community outreach and communication during various transit planning stages to ensure the public is appropriately and adequately represented.

Transit is committed to ensuring it serves the Modesto community fairly, consistently and in the most cost-efficient and appropriate manner within available resources. Through conversation and collaboration with riders, prospective riders, and the larger surrounding community, Transit will be able to assess the quality of its service, measure potential impacts to the community from Transit initiatives or proposed initiatives, and ensure that it is providing valuable services to the residents and visitors of greater Modesto.

The plan formalizes the City of Modesto Transit’s public engagement policies designed to encourage partnerships with Modesto’s diverse communities, ensuring that their concerns are heard and their contributions are included along with those of the greater population. The plan provides the roadmap staff will use to advance that goal, along with identification of key contacts 2016-2019, and the recent history of public engagement activities carried out by Transit Staff. The PPP is designed to be a living document that will be updated regularly to incorporate new data and best practices as identified through activities and experiences from the field.

The PPP is guided by the following principles:

- That Transit decisions consider the Interests and concerns of affected people and entities;
- That the full range of opportunities for participation is made known and communicated broadly through the City of Modesto; and
- That community input received through public engagement processes is considered and incorporated to the extent possible.

These principles form the basis of the City of Modesto Transit’s public engagement policies and procedures.
Modesto Transit

The City of Modesto operates both Modesto Area Express (MAX) and Modesto Dial-A-Ride (MADAR), which currently serve the City of Modesto, and portions of other areas outside the city limits.

MAX provides 17 urban bus routes on Mondays through Fridays, beginning as early as 5:45 a.m. and ending generally at 8:00 p.m. One route (Route 21) operates on 15-minute headway. Twelve routes operate on 30-minute headways, while all others operate on one-hour headways. Between Routes 22 and 23, 15-minute service is provided along McHenry Ave. On Saturdays, MAX operates 15 routes, ten of which operate on 30-minute headways, while the others operate on one-hour headways. Twelve MAX routes are provided on Sundays, with all routes operating on one-hour headways. In addition to the urban routes, MAX provides weekday morning and evening commuter routes to and from the Dublin/Pleasanton Bay Area Rapid Transit (BART) Station and Manteca/Lathrop Altamont Commuter Express (ACE) train station. The majority of MAX routes connect to the downtown Modesto Transportation Center. This Center provides a connection point to other regional and interregional transit services such as StaRT, Greyhound, Taxi, and the Modesto Area Express Commuter buses to BART and ACE. The Center is also designed to accommodate a future passenger ACE rail stop in Modesto.

The Modesto Dial-A-Ride system operates as a senior/disabled, paratransit service to satisfy the Americans with Disabilities Act (ADA) for the City of Modesto transit system. MADAR functions as the ADA complementary paratransit service from 4:45 a.m. to 11:00 p.m., Monday through Friday, and 7:15 a.m. to 9:00 p.m. on Saturdays, and 8:45 a.m. to 8:15 p.m. on Sunday.

The City of Modesto is committed to serving its populace in the most efficient and cost effective manner possible. The City strives to provide valuable transit services to residents and visitors to the community, employing a planning philosophy which includes:

- Frequent and convenient service
- Safe and clean vehicles
- Safe and clean boarding and alighting environments
- Easily understandable time schedule
- Easy access to information
- Communication and collaboration with riders, prospective riders, and the community at large to provide improved mobility and quality of life to residents
Approach to Public Participation

The public participation process should be considered at the earliest stages of any City of Modesto Transit project that may impact the surrounding community, its riders, and potential riders. As projects vary in time and size, the public participation process may vary for each, as well as the extent of public participation. The following outlines tools and strategies to ensure that public input is invited and all foreseeable impacts to the community are considered.

Public participation and comments are vital pieces to any prospective change in the transit system. The City values the input of community members as potential changes are discussed. City of Modesto Transit has developed three levels of projects to establish the appropriate minimum public participation requirements. At the beginning of any project, staff will identify into which category that project falls and develop a participation plan accordingly. At any time during its process, the project may be reclassified to a higher level, if Transit staff deems appropriate. The levels are as follows:

Level One
Routine service, route and any short-term projects whose impact on current MAX and MADAR riders and potential riders needs to be identified during planning stages. Examples of projects include:
- Minor route and service changes
- Routine rider surveys
- Changes to fare media

All fare increases (excluding short-term fare changes for specific events or promotions) shall follow outreach methods previously discussed.

Level Two
Service changes will follow outreach methods when there is any change in service which directly affects:
- 25 percent or more reduction of the number of transit revenue vehicle miles of a route computed on a daily basis for the day of the week for which the change is made.

Major fare or service changes that meet the following thresholds:
- 25 percent or more reduction of the number of transit revenue vehicle miles of a route computed on a daily basis for the day of the week for which the change is made.
- Elimination of any route

Subrecipient oversight for FTA 5307 grants
Level Three
Longer term or larger scale projects are those whose impact on current MAX and MADAR riders and potential riders needs to be identified during planning stages. These may include:

- Major service changes
- Short and Long Range Transportation Plans,
- Comprehensive Operational Analysis,
- Coordination plans
- Facility or yard construction projects

Public Participation Tools

City of Modesto Transit employs a wide array of marketing and communications tools and strategies that to inform and engage the public in the planning and development phases of service and fare changes, studies, and activities. These tools have been developed over time with the goal of reaching diverse audiences across a variety of mediums when and where they are most receptive to the information. Key information is developed in Spanish and English.

Traditional Media
Traditional media is one means to reach a large audience through newspaper, radio and television. There are two ways to tap into these resources: paid advertising and unpaid editorial coverage. Paid advertising provides a guaranteed line of communication to an identified audience with maximum message control.

- Press releases
- Media Advisory
- Print display ads, classified ads, legal notices
- Radio spots, sponsorships, live remotes, and advertorials
- Television spots on local public access channels

Digital Communications
The Internet has had a significant impact on how City of Modesto Transit communicates directly with its riders and community. The ability to disseminate a specific, controlled message through a website or email message has revolutionized how stakeholders are informed and engaged. It is also a constantly changing and evolving world, providing new tactics regularly.

- ModestoAreaExpress.com provides detailed information about current service, upcoming service changes, long- and short-term planning projects, city council agendas and staff reports, and other initiatives.
• Social media: information can be shared with riders in real time using digital channels such as Twitter, Facebook, and LinkedIn. Social media provide another avenue for customer service as well a way to drive people to the website for detailed information.

Printed Materials
Printed pieces, or collateral, are created to support almost every marketing or communication effort the District undertakes. Information is presented in three languages with directions on how to access additional language support.

• Brochures
• Signage (includes signs at bus stops, posters at shelters, ad cards that run along the interior of the bus.)
• Maps, schedules, and timetables
• Direct mail and door hangers

Public Meetings
In-person workshops and meetings serve a variety of roles, from fulfilling legal obligations in the case of public hearings, to fostering in-depth discussion and opportunities for input in the case of public workshops. These meetings function best when serving as venues for open discussion of proposals, challenges, and issues facing a particular community or set of stakeholders.

• Public meetings at various times and locations across the city service area to solicit community input, and to share information about projects, studies, and proposed changes.
• Public hearings in communities where projects or plans are under consideration. This includes placing notices within a specific timeline in newspapers or publications that serve non-English speaking populations with a goal of maximizing visibility and community participation.
• In-house presentations or joining existing meetings to reach community members where they are already gathered.
• Provide meetings at locations accessible for persons with disabilities, and close to public transportation for people who work non-traditional times.
• Provide interpreters and use interpretation equipment for non-English speaking people when warranted.

Community Engagement
Many other public, private, and non-profit organizations conduct activities related to the services provided by City of Modesto Transit. When and where possible, Transit staff works with these
organizations to gather input, provide information, or raise awareness about MAX and MADAR services.

- Partnerships with community based organizations (CBOs), local governments, social service agencies, and faith-based organizations, including organizations that serve non-English speaking populations.
- Field and respond to inquiries from community, government, and business leaders.
- Participation in community events, including fairs, festivals, and parades.
- Inclusion of bilingual staff when possible and appropriate.
- Distribution of marketing materials (including translations) and meeting notices on buses and through CBOs, social service partners, and other public agencies.

**Telephone Information**
Many customers rely upon the telephone for trip planning, information about upcoming changes or projects, and to relay complaints and compliments.

- Use of dedicated customer service telephone numbers to provide information and an opportunity for public to comment on relevant issues.
- Over-the-phone interpretation services easily accessed by Customer Call Center and local District staff to provide immediate support in the customer’s own language.

**Surveys**
Surveys play a crucial role to collect data about riders, the service, and impacts of specific projects. They also can measure changes over time.

- Printed and online surveys of rider demographics and travel characteristics to comply with Title VI and Environmental Justice requirements, and to understand customer transit behavior.
- Surveys and focus groups to understand the needs of customers and the opinions of the community at large, including customer satisfaction.
- Surveys in various languages and in additional languages upon request.

**Conclusion**
The City of Modesto Transit Department is committed to engaging the public engagement in public transportation issues, making use of multiple outreach techniques and creative targeted engagement activities. Through its work with community partners, the City will continually improve the identification and implementation of strategies that remove barriers to access and participation for all community members.
Community Outreach Partners

As part of the community participation process, Transit Staff work with many community organizations, social service agencies, local governments, and business. A list of many of the organizations that have supported and/or participated in outreach processes over the past three years follows.

<table>
<thead>
<tr>
<th>Community Outreach Partners</th>
<th>MOVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modesto Transit ADA Advisory Committee</td>
<td>Modesto City Schools—Special Education</td>
</tr>
<tr>
<td>Alzheimer's Association</td>
<td>Modesto Senior Citizens Center</td>
</tr>
<tr>
<td>Advancing Vibrant Communities</td>
<td>Social Services Transit Advisory Committee</td>
</tr>
<tr>
<td>Aging &amp; Veterans Services</td>
<td>National Express Transit</td>
</tr>
<tr>
<td>Alegre Home Care</td>
<td>Optimal Hospice Care</td>
</tr>
<tr>
<td>Alzheimer/Dementia Support Center, Inc.</td>
<td>Pacifica Senior Living</td>
</tr>
<tr>
<td>American Cancer Society</td>
<td>PANC</td>
</tr>
<tr>
<td>Area Agency on Aging</td>
<td>Parkinsons Support Group</td>
</tr>
<tr>
<td>County of Stanislaus, B HRS</td>
<td>Paramount Court Senior Living</td>
</tr>
<tr>
<td>California Department of Rehabilitation</td>
<td>Program Coordinating Committee</td>
</tr>
<tr>
<td>California Health Collaborative</td>
<td>Project Sentinel</td>
</tr>
<tr>
<td>California Rural Legal Assistance</td>
<td>Rehabilitation Center Emanuel Medical Center</td>
</tr>
<tr>
<td>Casa de Modesto</td>
<td>ResCare Home Care</td>
</tr>
<tr>
<td>Catholic Charities</td>
<td>Robertson Community Center</td>
</tr>
<tr>
<td>Center for Human Services</td>
<td>CVS</td>
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<tr>
<td>CalFRESH</td>
<td>Salvation Army</td>
</tr>
<tr>
<td>Ceres Area Transit</td>
<td>Samaritan Village</td>
</tr>
<tr>
<td>Dale Commons</td>
<td>Satellite Dialysis Center</td>
</tr>
<tr>
<td>Disability Resource Agency for Independent Living</td>
<td>Senior Access Teams</td>
</tr>
<tr>
<td>Doctors Medical Center</td>
<td>Senior Service Center</td>
</tr>
<tr>
<td>Downtown Improvement District</td>
<td>Society for Disabilities</td>
</tr>
<tr>
<td>EA Family Services</td>
<td>English Oaks Nursing &amp; Rehab Center Generations Health Care</td>
</tr>
<tr>
<td>Stanislaus Council of Governments (StaRCOG)</td>
<td>Stanislaus County Dept of Veteran's Affairs</td>
</tr>
<tr>
<td>Escalon Transit</td>
<td>Stanislaus County Mental Health Department</td>
</tr>
<tr>
<td>First Five of California</td>
<td>Stanislaus County Probation</td>
</tr>
<tr>
<td>Golden Valley Health Center</td>
<td>Stanislaus Regional Transit (StaRT)</td>
</tr>
<tr>
<td>Gospel Mission</td>
<td>Stanislaus County Library</td>
</tr>
<tr>
<td>Health Plan of San Joaquin</td>
<td>Stanislaus Elder Abuse Prevention Alliance (SEAPA)</td>
</tr>
<tr>
<td>Health Services Agency</td>
<td>Healthy Aging Association</td>
</tr>
<tr>
<td>Stanislaus Special Olympics</td>
<td>Howard Training Center</td>
</tr>
<tr>
<td>Health Services Agency, Stanislaus County</td>
<td>Storer Transit Systems</td>
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<td>Interfaith Ministries</td>
<td>Health Services Agency, Stanislaus County</td>
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<tr>
<td>The Park at Modesto</td>
<td>Health Services Agency, Stanislaus County</td>
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<tr>
<td>Modesto Chamber of Commerce</td>
<td>United Cerebral Palsy</td>
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<tr>
<td>Modesto City Schools—Special Education</td>
<td>United Way</td>
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<tr>
<td>Modesto Institute for Continued Learning (MICL)</td>
<td>Valley Mountain Regional Center</td>
</tr>
<tr>
<td>Modesto Junior College</td>
<td>Vision Impaired Person Support</td>
</tr>
<tr>
<td>Modesto Kidney Center</td>
<td>Windsor Post-Acute Healthcare Center of Modesto</td>
</tr>
</tbody>
</table>
Community Outreach Activities
2016-2019

This is a table that describes all the campaigns and activities that had a public engagement component between 2016 and 2019: what the events were, the population targeted, how many people participated, and outcomes.

<table>
<thead>
<tr>
<th>Date</th>
<th>Group</th>
<th>Location</th>
<th># Contacts</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/21/16</td>
<td>General Public/Riders</td>
<td>Graceada Park</td>
<td>120</td>
<td>Dump the Pump Event</td>
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</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Group</th>
<th>Location</th>
<th># Contacts</th>
<th>Details</th>
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<tbody>
<tr>
<td>01/10/17</td>
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<td>StanCOG</td>
<td>11</td>
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</tr>
<tr>
<td>01/18/17</td>
<td>PCC</td>
<td>Robertson Comm Ctr</td>
<td>32</td>
<td>MAX Routes</td>
</tr>
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<td>SSTAC</td>
<td>StanCOG</td>
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<td>Transit</td>
</tr>
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<td>03/07/17</td>
<td>SSTAC</td>
<td>StanCOG</td>
<td>11</td>
<td>Transit</td>
</tr>
<tr>
<td>04/04/17</td>
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<td>StanCOG</td>
<td>11</td>
<td>Transit</td>
</tr>
<tr>
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<td>Robertson Comm Ctr</td>
<td>26</td>
<td>MAX Routes</td>
</tr>
<tr>
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<td>StanCOG</td>
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<td>Transit</td>
</tr>
<tr>
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<tr>
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<td>07/13/17</td>
<td>Open House</td>
<td>Transit Center Lobby</td>
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<td>2018 Route and Fare Changes</td>
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<tr>
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<td>Robertson Comm Ctr</td>
<td>29</td>
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<td>Public Meeting #1</td>
<td>City Hall</td>
<td>8</td>
<td>2018 Route and Fare Changes</td>
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<tr>
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<td>Public Meetings #2</td>
<td>City Hall</td>
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<td>2018 Route and Fare Changes</td>
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<td>StanCOG</td>
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</tr>
<tr>
<td>10/03/17</td>
<td>SSTAC</td>
<td>StanCOG</td>
<td>11</td>
<td>Transit</td>
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<tr>
<td>10/18/17</td>
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<td>21</td>
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<td>11/07/17</td>
<td>SSTAC</td>
<td>StanCOG</td>
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<td>Transit</td>
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</tbody>
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<tr>
<td>01/03/18</td>
<td>SSTAC</td>
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<td>Transit</td>
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<td>02/06/18</td>
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<td>StanCOG</td>
<td>11</td>
<td>Transit</td>
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<td>Group</td>
<td>Location</td>
<td># Contacts</td>
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<td>600</td>
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<td>MAX / MADAR Outreach</td>
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<td>City Hall</td>
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<td>National Federation Blind</td>
<td>VIPS</td>
<td>12</td>
<td>MAX / MADAR Outreach</td>
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<td>11/27/18</td>
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<td>StanCOG</td>
<td>11</td>
<td>Transit / ADA Issues</td>
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<tr>
<td>12/10/18</td>
<td>City of Oakdale</td>
<td>Oakdale Comm Ctr</td>
<td>15</td>
<td>UTN</td>
</tr>
<tr>
<td>12/12/18</td>
<td>Senior Citizens</td>
<td>Modesto Sr Ctr</td>
<td>37</td>
<td>UTN</td>
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<tr>
<td>12/12/18</td>
<td>City of Ceres</td>
<td>Ceres Comm Ctr</td>
<td>2</td>
<td>UTN</td>
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<tr>
<td>12/20/18</td>
<td>MOVE</td>
<td>Mobility Trainers</td>
<td>6</td>
<td>ADA Access Issues</td>
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**2019**

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<tr>
<th>Date</th>
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<th># Contacts</th>
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<tr>
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<td>VIPS</td>
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<td>11</td>
<td>MADAR Rebrand / Program</td>
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<td>13</td>
<td>MADAR / MAX Services</td>
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<td>Library</td>
<td>15</td>
<td>MADAR Rebrand / Program</td>
</tr>
<tr>
<td>01/16/19</td>
<td>Public Coordinating Council</td>
<td>Robertson Comm Ctr</td>
<td>12</td>
<td>MADAR Rebrand / Program</td>
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<tr>
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<td>Senior Citizens</td>
<td>Modesto Sr Ctr</td>
<td>28</td>
<td>MADAR Rebrand / Program</td>
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<td>01/24/19</td>
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<td>MADAR Rebrand / Program</td>
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<td>MADAR Riders &amp; Public</td>
<td>City Hall</td>
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<td>MADAR Rebrand / Program</td>
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<td>Onboard Survey</td>
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<td>Adult Day Program</td>
<td>Howard Training Ctr</td>
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<td>2/26/2019</td>
<td>City Council Approval</td>
<td>City Hall</td>
<td></td>
<td>MADAR Brand / Svc Approval</td>
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Community Outreach Efforts
<table>
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<tr>
<th>Event</th>
<th>Date</th>
<th>Participants represented and area residents</th>
<th>Impact of Discussion</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>OneCO Citizens Advisory Committee monthly meetings</td>
<td>monthly</td>
<td>local government representatives and area residents</td>
<td>agendas include transit funding situations, impact of local projects, and transit service changes.</td>
<td>forum provides opportunity for additional community oversight of decisions, presentation of more planning details, and opportunity to address coordination issues across projects.</td>
</tr>
<tr>
<td>Modesto SANDS Social Services Transportation Advisory Council meetings</td>
<td>monthly</td>
<td>local government representatives, social service agency staff, advocacy group staff, and area residents</td>
<td>agendas include public comment, transit impact on local programs, transit performance and policy changes, and discussion of funding opportunities.</td>
<td>forum provides opportunity to discuss impact with local social service advocates, coordinate changes with other transit providers, coordinate projects with other agencies, and address service issues.</td>
</tr>
<tr>
<td>Modesto Transit ADA Advisory Committee meeting</td>
<td>11/13/2018</td>
<td>Attendees included representatives of social service agencies, disabled passengers, and low-income passengers</td>
<td>input included Transit Administrator staff changes, MAX System Rider Program for additional compliance oversight, and Travel Training opportunities.</td>
<td>forum provides regular flow of information between transit staff, community service providers, and transit passengers concerned about ADA issues.</td>
</tr>
<tr>
<td>飛び越えるの - Trans planning staff invited a drop in open house at the City Administration building on the second floor.</td>
<td>11/19/2011</td>
<td>Attendees included representatives of social service agencies, disabled passengers, and low-income passengers.</td>
<td>primary topics are the proposed fare increase for summer 2014, a proposed new express route to hit the downtown, and minor route changes on Routes 3, 28B, and 28.</td>
<td>many passengers objected to the fare increase but were more supportive upon learning that it was necessary for the agency’s current fare structure to maintain eligibility for state funding. passengers also did not want to consider the service cuts that would have been the alternative to fare increases.</td>
</tr>
<tr>
<td>Open House - Transit planning staff invited attendees to drop in open house at the City Administration building on the second floor.</td>
<td>11/24/2011</td>
<td>Attendees included representatives of social service agencies, disabled passengers, and low-income passengers.</td>
<td>primary topics are the proposed fare increase for summer 2014, a proposed new express route to hit the downtown, and minor route changes on Routes 3, 28B, and 28.</td>
<td>no written comments were received. Many attendees showed support for the fare increase but were more supportive upon learning that it was necessary for the system to meet fare recovery standards to maintain eligibility for state funding. passengers also did not want to consider the service cuts that would have been the alternative to fare increases.</td>
</tr>
<tr>
<td>Upper Transit Reids-Modesto Transit hearing</td>
<td>12/14/2018</td>
<td>Attendees included representatives of social service agencies, local agency groups, disabled passengers, and low-income passengers.</td>
<td>concerns raised were: 1) there were various areas within the downtown area with bus service but without sidewalks or shade at stops, and 2) a neighborhood on the edge of the service area complained that the busiest bus stop was 1/2 mile away and required walking service.</td>
<td>the upper transit route adjustment process detailed neither of these issues were determined to be an unpaved area reasonable to meet. for the first issue, street and sidewalk coordination is beyond the ability of the transit operator to address. however, in the two years subsequent to this, complaints transit staff worked with local groups to prioritize projects and accessible paths in areas of the unimproved areas within the service boundary. the access service committee for the second issue, the neighborhood was found to be within approximately 1/2 mile (500 feet) bus stops along route 43 and therefore not requiring any additional service.</td>
</tr>
<tr>
<td>Modesto Transit ADA Advisory Committee meeting - open meeting</td>
<td>1/26/2016</td>
<td>Attendees included representatives of social service agencies, disabled passengers, and low-income passengers.</td>
<td>topics included discussion of the Modesto ADA system report, review of MODesto no Show policy, and summer 2014 fare increases.</td>
<td>forum provides for regular flow of information between transit staff, community service providers, and transit passengers concerned about ADA issues.</td>
</tr>
<tr>
<td>Event Description</td>
<td>Date</td>
<td>Details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Modesto Transit ADA Advisory Meeting - open meeting</td>
<td>8/14/2015</td>
<td>Attended included representatives of local service agencies, disabled passengers, and low income passengers. Topics included wheelchair access, new buses, recent changes to ADA legislation, reviewed various jack-up and drop-off policies. Forum provides for regular flow of information between transit staff, community service providers, and transit passengers concerned about ADA issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Untold Transit Needs Project Public Hearing - hearing to receive potential transit needs from the public.</td>
<td>10/21/2015</td>
<td>Attended included representatives of local service agencies, local advocacy groups, disabled passengers, and low income passengers. Public hearing attendees were: 1) Modesto is too diverse for senior citizens. 2) More services are needed for seniors to make trips easier. 3) It's too hard to use MODAR for grocery shopping because of the big lines. 4) MODAR should provide free emergency services 5) Lawrence &amp; 12th Avenue need a bus stop 6) The airport should have buses more frequently. 7) The Airport is too far.</td>
<td>By the City's transit needs assessment percent definition neither of these issues were determined to be an unmet need, reasonable to meet. The service comments that are within the scope of the transit program are considered as part of the regulatory framework.</td>
<td></td>
</tr>
<tr>
<td>Public Hearing - formal public hearing at council meeting to consider route and schedule changes</td>
<td>12/8/2015</td>
<td>There were no public comments offered on this topic. A new route was proposed for San Joaquin Valley, the elimination of the Route 11, the elimination of the Route 15, an increase in service frequency on Route 2 and every 30 minutes on Route 23, and a new Route 23 which would make it easier to travel up and down the highway. The combination of existing route 22 and a new route 23 would provide 33 minutes service on the main thoroughfare segment of Modesto.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modesto Transit ADA Advisory Meeting - open meeting</td>
<td>2/15/2016</td>
<td>Attended included representatives of local service agencies, disabled passengers, and low income passengers. Topics included paratransit eligibility study, MODAR on-time performance, and TCBC changes. Forum provides for regular flow of information between transit staff, community service providers, and transit passengers concerned about ADA issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earth Day in the Park</td>
<td>4/22/2016</td>
<td>All local groups and organizations represented in this large community event. Staff handed out Ride Guides and trip planner brochures and placed them against the bus stop. The new route 23 was encouraged to participating in-riding and debarking the buses. The new route 23 was approved and the service started in the summer. Staff handed out Ride Guides and trip planner brochures and guided members of the public in how to get around the area, and how to be part of future planning.</td>
<td></td>
<td></td>
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<tr>
<td>Family Cycling Festival</td>
<td>5/22/2016</td>
<td>Approximately 3,000 people attended this large community event. The main event activities are the event activities are block party atmosphere, a free bike rentals, a free bike helmet, and local music. This event is heavily attended by families with limited incomes. Primary topics are bus transit and topics - high to plain rides, how to use the buses, how to plan a ride, how to ride the bus. New to the area of transit are encouraged to participating in-riding and debarking the buses. The new route 23 was approved and the service started in the summer. Staff handed out Ride Guides and trip planner brochures and guided members of the public in how to get around the area, and how to be part of future planning.</td>
<td>This event was a block party atmosphere, a free bike rentals, a free bike helmet, and local music. This event is heavily attended by families with limited incomes. Primary topics are bus transit and topics - high to plain rides, how to use the buses, how to plan a ride, how to ride the bus. New to the area of transit are encouraged to participating in-riding and debarking the buses. The new route 23 was approved and the service started in the summer. Staff handed out Ride Guides and trip planner brochures and guided members of the public in how to get around the area, and how to be part of future planning.</td>
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City of Modesto 2019 Title VI Program Update
Limited English Proficiency Plan
Introduction
This Limited English Proficiency (LEP) Plan was developed during the process of preparing the City of Modesto Title VI Program to ensure that MAX services are accessible to limited English proficient individuals. Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities. As a recipient of FTA funds, Modesto Transit is obligated to reduce language barriers that can preclude meaningful access by LEP persons to transit services.

Title VI of the 1964 Civil Right Act is one of two federal mandates that guarantee the provision of meaningful access to federally-funded services for LEP individuals:

- Title VI of the 1964 Civil Right Act prohibits federally-funded agencies from discriminating against individuals based on race, color, and national origin and includes meaningful access to LEP customers.
- President’s Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000): Instructs federal agencies to improve access to services by mandating that any federally conducted or assisted programs of activities (e.g. recipients of federal funding) must provide meaningful access to LEP customers.

MAX’s Title VI Program was prepared in the spring of 2013 in accordance with FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients, October 1, 2012.

Factor Analysis
In order to ensure meaningful access to programs and services, the City of Modesto Transit has used information obtained through Four Factor Analysis to determine the specific language services that are appropriate to provide. The analysis reveals how the agency can improve communication with Limited English Proficient (LEP) individuals. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English, can be Limited English Proficient (LEP) and, therefore, are entitled to language assistance under Executive Order 13166 and Title VI of the Civil Rights Act of 1964.

This LEP Plan was developed to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available. In order to prepare this plan, the City of Modesto Transit used the four-factor LEP analysis which considers the following factors:
1. The number or proportion of LEP persons in the service area who may be served by MAX.

2. The frequency with which LEP persons come in contact with MAX services.

3. The nature and importance of services provided by MAX to the LEP population.

4. The interpretation services available to MAX and the overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis follows.

**FACTOR 1:**
The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.

Transit staff reviewed the American Community Survey Five-Year Estimate for language spoken at home and determined that among the 212,175 persons comprising the city's population, 65.8% speak English at home while 26.3% of residents Spanish at home with an additional 7.9% of residents speaking another language at home. Among those speaking a language other than English and Spanish at home, 55.9%, some 8,574 individuals, identified themselves as speaking English “well” while 44.1% or 6,777 individuals speak English “less than well”. This subgroup accounts for 3.2% of the overall population in the service area.

Spanish is one language group that meets the threshold specified by the Department of Transportation's Safe Harbor Provision of over 5% or 1,000 individuals (whichever is less). Safe Harbor stipulates that a recipient of federal funding provides written translation of vital documents of reach eligible language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written obligations. As a result, key documents necessary for LEP individuals to successfully access MAX services are translated into Spanish as noted in Table 2.

Modesto transit relied upon educational demographics data from California Department of Education’s DataQuest portal, of the school districts in the service area. The following table summarizing that research shows that Modesto City Elementary School District and Modesto City High School District identify LEP Populations that speak 17 languages at home. Of those languages there is only a numerically significant demand for language support services in our Spanish speaking LEP population.
Table 1
English Learner Students Not Fluent English Proficient

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<th>Language</th>
<th>Modesto City Elementary School District</th>
<th>Modesto City High School District</th>
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<tr>
<td>Spanish</td>
<td>5,188</td>
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<td>Khmer</td>
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<td>Lao</td>
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<td>Farsi (Persian)</td>
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<td>Pashto</td>
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<tr>
<td>Punjabi</td>
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<td>Filipino (Pilipino or Tagalog)</td>
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<td>6</td>
<td>12</td>
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<tr>
<td>Assyrian</td>
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<td>39</td>
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<tr>
<td>Cantonese</td>
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<tr>
<td>Russian</td>
<td>4</td>
<td>7</td>
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</table>

FACTOR 2:
The frequency with which LEP persons come in contact with SRTA services.
Modesto Transit staff reviewed the frequency with which transit centers and office staff have, or could have, contact with LEP persons. This includes documenting phone inquiries, emails, or office visits. Modesto Transit serves LEP persons daily through MAX fixed route and MADAR paratransit services. MAX customer service receives multiple requests daily for service information in Spanish both at the customer service windows and on the phone. Similarly, MADAR receives multiple daily information and reservation calls from passengers requiring support in Spanish. MADAR estimates 5% of the reservations are made in Spanish only conversations.

FACTOR 3:
The nature and importance of services provided by SRTA to the LEP population.
Modesto Transit provides important transit services to the public through its fixed route and paratransit services. Modesto Transit is the primary resource for transit dependent individuals for daily life tasks such as medical appointments, shopping, and commuting to school and work.

FACTOR 4:
The resources available and overall costs to provide LEP assistance.
Modesto Transit currently provides almost all information in Spanish, including the Ride Guide, applications, information brochures, and all route or schedule changes. Both MAX and MADAR have bilingual staff providing verbal assistance to LEP individuals who may also have limited reading skills in their native language. Modesto Transit utilizes City staffing for document translation services and consolidates printing orders whenever possible.

Modesto Transit is committed to making its services and programs available to LEP persons and recognizes the need to continue providing language services in Modesto. Modesto Transit is committed to continuing the following practices:

- Providing customer services staff members who are bi-lingual and are trained to assist persons with limited English language proficiency
- Providing bi-lingual supervisors and customer service representatives to assist Spanish speaking riders
- Providing the MAX Pass Outlet Program, which utilizes a variety of community-based organizations and small businesses to provide similar access to bus passes throughout the MAX service area. This program provides an additional opportunity to obtain written and verbal information about MAX services, as well as opportunities to purchase MAX passes in the language most common to the neighborhood.
- In addition, Modesto Transit works with community organizations to determine other areas of need and coordinate with other agencies to reach any additional LEP populations.
- To support infrequent language supports needs other than Spanish, Modesto Transit has arranged for LanguageLine services which are able to provide real time phone translation services in over 200 languages.

Table 2

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Spanish Version</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Application for MAX Senior/Disabled Discount Card</td>
<td>Yes</td>
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<tr>
<td>Modesto Area Dial-A-Ride (MADAR) Certification Application</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Modesto Area Dial-A-Ride (MADAR) Brochure</td>
<td>Yes</td>
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</tr>
<tr>
<td>Modesto Area Dial-A-Ride CONSUMER GUIDE</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Modesto Area Express (MAX) Ride Guide</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Modesto Area Express (MAX) System Route Map</td>
<td>No</td>
<td>The limited text portions on the map contain information that is available in Spanish in the Ride Guide and on the website</td>
</tr>
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<td>Service Announcement Notices (Route/ Schedule/Fare, etc.)</td>
<td>Yes</td>
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<td>Title VI Complaint Procedures</td>
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<td>Dial-A-Ride Comment Form</td>
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<td>MAX Bus Signs</td>
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Subrecipient Oversight Agreements
City of Ripon
County of Stanislaus
APPENDIX G

Governing Board Approval
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-

RESOLUTION APPROVING
THE CITY OF MODESTO TRANSIT SERVICES
2019 TITLE VI PROGRAM UPDATE

WHEREAS, the City of Modesto operates fixed route and ADA Paratransit service for the
Modesto urban area, and

WHEREAS, as a recipient of Federal Transit Administration (FTA) funds the City is
required to ensure that transit programs do not discriminate on the basis of race, color, and
national origin pursuant to the requirements of Title VI of the Civil Rights Act of 1964, as
amended, and

WHEREAS, the FTA issued Circular FTA C 4702.1B, effective October 1, 2012, setting
forth requirements and guidelines for Title VI compliance for its grantees; and

WHEREAS, the FTA requires the City of Modesto Transit to submit a Title VI program
every three years as a condition of receiving ongoing federal funds, and

WHEREAS, FTA requires that the program must be approved by the Council of the City of
Modesto prior to submission to FTA, and

WHEREAS, attached hereto as Exhibit A is the 2019 Title VI Program Update prepared by
City staff in compliance with the regulations promulgated by the FTA to implement Title VI of
the Civil Rights Act of 1964, as amended,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby
approves the City of Modesto Transit Services 2019 Title VI Program Update attached hereto as
Exhibit A.
BE IT FURTHER RESOLVED that the City Council authorizes the Transit Manager to submit the Title VI Program Update to the FTA; and

BE IT FURTHER RESOLVED that the City Council authorizes the Transit Manager to take any other steps necessary to give effect to this Resolution, including responding to any follow-up inquiries from the Federal Transit Administration.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of April, 2019, by Councilmember ?, who moved its adoption, which motion being duly seconded by Councilmember ?, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT Councilmembers:

ATTEST: __________________________

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ______________________________

ADAM U. LINDGREN, City Attorney
City of Modesto
Transit Department

Public Participation Plan

March 2019

Adam Barth, Transit Manager
City of Modesto
1010 10th Street, Ste. 4500
P.O. Box 642
Modesto, CA 95353

www.cityofmodesto.com
www.modestoareaexpress.com
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Executive Summary

In order to carry out its mission of connecting communities with safe, reliable, and sustainable service to its fullest potential, the City of Modesto Transit Department is committed to engaging all members of the community – informing riders, residents, community partners, agencies and businesses about changes in service or fares, and providing opportunities to participate in meaningful decision-making about plans and projects that may affect their lives or livelihoods.

Public engagement efforts for the City of Modesto Transit Staff recognize the diversity within the greater Modesto service area and among riders. This Public Participation Plan (PPP) was created to identify effective methods of engaging with communities regardless of race, color, national origin, ability to speak English, or income status, as protected by Title VI of the Civil Rights Act and associated regulations. As clarified in the Federal Transit Administration (FTA) circular 4702.1B, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Further, Executive Order 12898 and FTA circular 4703.1 provide that environmental justice for low income populations should be part of the mission of federally funded programs. Under these mandates, transit operators must take reasonable steps to ensure all persons have access to participate in their activities and programs. Additionally, under Executive Order 13166, public engagement activities must be made accessible to persons who have limited English proficiency.

The plan formalizes the City of Modesto Transit’s public engagement policies designed to encourage partnerships with Modesto’s diverse communities, ensuring that their concerns are heard and their contributions are included along with those of the greater population. The plan provides the roadmap staff will use to advance that goal, along with identification of key contacts 2016-2019, and the recent history of public engagement activities carried out by Transit Staff.
Introduction

As part of its Title VI Program, City of Modesto Transit is committed to sponsoring vigorous public participation processes by enhancing its strategies for engaging minority and Limited English Proficient (LEP) individuals in the decision-making. Public participation and community involvement are vital to the growth and development of the transit services which serve the City of Modesto.

In order to carry out its mission of connecting communities with safe, reliable and sustainable service to its fullest potential the Transit Staff is committed to engaging all members of the community – informing riders, residents and businesses about changes in services or fares, and providing opportunities to participate in meaningful decision-making about projects and plans, including facilities, routes, service hours and fares, that may affect their live or livelihoods. This plan provides detailed guidelines for community outreach and communication during various transit planning stages to ensure the public is appropriately and adequately represented.

Transit is committed to ensuring it serves the Modesto community fairly, consistently and in the most cost-efficient and appropriate manner within available resources. Through conversation and collaboration with riders, prospective riders, and the larger surrounding community, Transit will be able to assess the quality of its service, measure potential impacts to the community from Transit initiatives or proposed initiatives, and ensure that it is providing valuable services to the residents and visitors of greater Modesto.

The plan formalizes the City of Modesto Transit’s public engagement policies designed to encourage partnerships with Modesto’s diverse communities, ensuring that their concerns are heard and their contributions are included along with those of the greater population. The plan provides the roadmap staff will use to advance that goal, along with identification of key contacts 2016-2019, and the recent history of public engagement activities carried out by Transit Staff. The PPP is designed to be a living document that will be updated regularly to incorporate new data and best practices as identified through activities and experiences from the field.

The PPP is guided by the following principles:

- That Transit decisions consider the Interests and concerns of affected people and entities;
- That the full range of opportunities for participation is made known and communicated broadly through the City of Modesto; and
- That community input received through public engagement processes is considered and incorporated to the extent possible.

These principles form the basis of the City of Modesto Transit’s public engagement policies and procedures.
Modesto Transit

The City of Modesto operates both Modesto Area Express (MAX) and Modesto Dial-A-Ride (MADAR), which currently serve the City of Modesto, and portions of other areas outside the city limits.

MAX provides 17 urban bus routes on Mondays through Fridays, beginning as early as 5:45 a.m. and ending generally at 8:00 p.m. One route (Route 21) operates on 15-minute headway. Twelve routes operate on 30-minute headways, while all others operate on one-hour headways. Between Routes 22 and 23, 15-minute service is provided along McHenry Ave. On Saturdays, MAX operates 15 routes, ten of which operate on 30-minute headways, while the others operate on one-hour headways. Twelve MAX routes are provided on Sundays, with all routes operating on one-hour headways. In addition to the urban routes, MAX provides weekday morning and evening commuter routes to and from the Dublin/Pleasanton Bay Area Rapid Transit (BART) Station and Manteca/Lathrop Altamont Commuter Express (ACE) train station. The majority of MAX routes connect to the downtown Modesto Transportation Center. This Center provides a connection point to other regional and interregional transit services such as StaRT, Greyhound, Taxi, and the Modesto Area Express Commuter buses to BART and ACE. The Center is also designed to accommodate a future passenger ACE rail stop in Modesto.

The Modesto Dial-A-Ride system operates as a senior/disabled, paratransit service to satisfy the Americans with Disabilities Act (ADA) for the City of Modesto transit system. MADAR functions as the ADA complementary paratransit service from 4:45 a.m. to 11:00 p.m., Monday through Friday, and 7:15 a.m. to 9:00 p.m. on Saturdays, and 8:45 a.m. to 8:15 p.m. on Sunday.

The City of Modesto is committed to serving its populace in the most efficient and cost effective manner possible. The City strives to provide valuable transit services to residents and visitors to the community, employing a planning philosophy which includes:

- Frequent and convenient service
- Safe and clean vehicles
- Safe and clean boarding and alighting environments
- Easily understandable time schedule
- Easy access to information
- Communication and collaboration with riders, prospective riders, and the community at large to provide improved mobility and quality of life to residents
Approach to Public Participation

The public participation process should be considered at the earliest stages of any City of Modesto Transit project that may impact the surrounding community, its riders, and potential riders. As projects vary in time and size, the public participation process may vary for each, as well as the extent of public participation. The following outlines tools and strategies to ensure that public input is invited and all foreseeable impacts to the community are considered.

Public participation and comments are vital pieces to any prospective change in the transit system. The City values the input of community members as potential changes are discussed. City of Modesto Transit has developed three levels of projects to establish the appropriate minimum public participation requirements. At the beginning of any project, staff will identify into which category that project falls and develop a participation plan accordingly. At any time during its process, the project may be reclassified to a higher level, if Transit staff deems appropriate. The levels are as follows:

Level One
Routine service, route and any short-term projects whose impact on current MAX and MADAR riders and potential riders needs to be identified during planning stages. Examples of projects include:
- Minor route and service changes
- Routine rider surveys
- Changes to fare media

All fare increases (excluding short-term fare changes for specific events or promotions) shall follow outreach methods previously discussed.

Level Two
Service changes will follow outreach methods when there is any change in service which directly affects:
- 25 percent or more reduction of the number of transit revenue vehicle miles of a route computed on a daily basis for the day of the week for which the change is made.

Major fare or service changes that meet the following thresholds:
- 25 percent or more reduction of the number of transit revenue vehicle miles of a route computed on a daily basis for the day of the week for which the change is made.
- Elimination of any route

Subrecipient oversight for FTA 5307 grants
Level Three
Longer term or larger scale projects are those whose impact on current MAX and MADAR riders and potential riders needs to be identified during planning stages. These may include:

- Major service changes
- Short and Long Range Transportation Plans,
- Comprehensive Operational Analysis,
- Coordination plans
- Facility or yard construction projects

Public Participation Tools

City of Modesto Transit employs a wide array of marketing and communications tools and strategies that to inform and engage the public in the planning and development phases of service and fare changes, studies, and activities. These tools have been developed over time with the goal of reaching diverse audiences across a variety of mediums when and where they are most receptive to the information. Key information is developed in Spanish and English.

Traditional Media

Traditional media is one means to reach a large audience through newspaper, radio and television. There are two ways to tap into these resources: paid advertising and unpaid editorial coverage. Paid advertising provides a guaranteed line of communication to an identified audience with maximum message control.

- Press releases
- Media Advisory
- Print display ads, classified ads, legal notices
- Radio spots, sponsorships, live remotes, and advertorials
- Television spots on local public access channels

Digital Communications

The Internet has had a significant impact on how City of Modesto Transit communicates directly with its riders and community. The ability to disseminate a specific, controlled message through a website or email message has revolutionized how stakeholders are informed and engaged. It is also a constantly changing and evolving world, providing new tactics regularly.

- ModestoAreaExpress.com provides detailed information about current service, upcoming service changes, long- and short-term planning projects, city council agendas and staff reports, and other initiatives.
• **Social media:** information can be shared with riders in real time using digital channels such as Twitter, Facebook, and LinkedIn. Social media provide another avenue for customer service as well a way to drive people to the website for detailed information.

**Printed Materials**
Printed pieces, or collateral, are created to support almost every marketing or communication effort the District undertakes. Information is presented in three languages with directions on how to access additional language support.

- Brochures
- Signage (includes signs at bus stops, posters at shelters, ad cards that run along the interior of the bus.)
- Maps, schedules, and timetables
- Direct mail and door hangers

**Public Meetings**
In-person workshops and meetings serve a variety of roles, from fulfilling legal obligations in the case of public hearings, to fostering in-depth discussion and opportunities for input in the case of public workshops. These meetings function best when serving as venues for open discussion of proposals, challenges, and issues facing a particular community or set of stakeholders.

- Public meetings at various times and locations across the city service area to solicit community input, and to share information about projects, studies, and proposed changes.
- Public hearings in communities where projects or plans are under consideration. This includes placing notices within a specific timeline in newspapers or publications that serve non-English speaking populations with a goal of maximizing visibility and community participation.
- In-house presentations or joining existing meetings to reach community members where they are already gathered.
- Provide meetings at locations accessible for persons with disabilities, and close to public transportation for people who work non-traditional times.
- Provide interpreters and use interpretation equipment for non-English speaking people when warranted.

**Community Engagement**
Many other public, private, and non-profit organizations conduct activities related to the services provided by City of Modesto Transit. When and where possible, Transit staff works with these
organizations to gather input, provide information, or raise awareness about MAX and MADAR services.

- Partnerships with community based organizations (CBOs), local governments, social service agencies, and faith-based organizations, including organizations that serve non-English speaking populations.
- Field and respond to inquiries from community, government, and business leaders.
- Participation in community events, including fairs, festivals, and parades.
- Inclusion of bilingual staff when possible and appropriate.
- Distribution of marketing materials (including translations) and meeting notices on buses and through CBOs, social service partners, and other public agencies.

**Telephone Information**
Many customers rely upon the telephone for trip planning, information about upcoming changes or projects, and to relay complaints and compliments.

- Use of dedicated customer service telephone numbers to provide information and an opportunity for public to comment on relevant issues.
- Over-the-phone interpretation services easily accessed by Customer Call Center and local District staff to provide immediate support in the customer’s own language.

**Surveys**
Surveys play a crucial role to collect data about riders, the service, and impacts of specific projects. They also can measure changes over time.

- Printed and online surveys of rider demographics and travel characteristics to comply with Title VI and Environmental Justice requirements, and to understand customer transit behavior.
- Surveys and focus groups to understand the needs of customers and the opinions of the community at large, including customer satisfaction.
- Surveys in various languages and in additional languages upon request.

**Conclusion**

The City of Modesto Transit Department is committed to engaging the public engagement in public transportation issues, making use of multiple outreach techniques and creative targeted engagement activities. Through its work with community partners, the City will continually improve the identification and implementation of strategies that remove barriers to access and participation for all community members.
Appendix A
Community Outreach Partners

As part of the community participation process, Transit Staff work with many community organizations, social service agencies, local governments, and business. A list of many of the organizations that have supported and/or participated in outreach processes over the past three years follows.

<table>
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<tr>
<th>Modesto Transit ADA Advisory Committee</th>
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<tr>
<td>Alzheimer's Association</td>
<td>Modesto City Schools—Special Education</td>
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<td>Modesto Senior Citizens Center</td>
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<td>Aging &amp; Veterans Services</td>
<td>Social Services Transit Advisory Committee</td>
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<td>National Express Transit</td>
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<td>Modesto Kidney Center</td>
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Community Outreach Activities  
2016-2019

This is a table that describes all the campaigns and activities that had a public engagement component between 2016 and 2019: what the events were, the population targeted, how many people participated, and outcomes.

<table>
<thead>
<tr>
<th>Date</th>
<th>Group</th>
<th>Location</th>
<th># Contacts</th>
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City of Ripon
MEMORANDUM OF UNDERSTANDING
between the
CITY OF MODESTO
and the
CITY OF RIPON

“Regarding the Coordination of Ongoing Federal Transportation Administration (FTA) Section 5307 Funded Activities for the Modesto Urbanized Area”

This Memorandum of Understanding (MOU) is entered into between the City of Modesto, hereinafter referred to as “Modesto” and the City of Ripon, hereinafter referred to as “Ripon”, this 22 day of September, 2009.

This MOU is made with reference to the following recitals:

1. The Stanislaus Council of Governments (StanCOG) has been designated by the Federal Transit Administration (FTA) to receive Section 5307 federal transit funds, which are made available to the Modesto Urbanized Area.
2. The San Joaquin Council of Governments (SJCOG) is the Metropolitan Planning Organization for the San Joaquin County region.
3. SJCOG and StanCOG entered into an MOU March 15, 2004 to define the roles and responsibilities of the two Metropolitan Planning Organizations in the transit planning and programming of federal funds for the Modesto Urbanized Area. This MOU between SJCOG and StanCOG is attached to this MOU as Attachment A.
4. Modesto, as designated by the U.S. Census Bureau, is the major population center in the federally defined Modesto Urbanized Area. Modesto is currently the designated applicant for FTA Section 5307 funds within the Modesto Urbanized Area.
5. Located in San Joaquin County, Ripon is included in the Modesto Urbanized Area, as designated by the U.S. Census Bureau. Ripon has current and future eligible activities for FTA Section 5307 federal transit funds that have and will be included in the StanCOG and SJCOG transit planning and programming documents.
6. Modesto and Ripon must enter into an MOU to define roles and responsibilities of the two cities in the FTA Section 5307 grant application and grant management process to ensure the smooth and equitable distribution of funds and ensure compliance with all federal grant regulations and requirements.
7. Ripon and Modesto mutually agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of transit planning and programming federal funds within the Modesto Urbanized Area.

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

1
SECTION 1: Purpose

1.1 Purpose

The purpose of this MOU is to set forth the basic structure for FTA Section 5307 grant application and administration in the Modesto Urbanized Area. This MOU builds upon an existing MOU between SJCOG and StanCOG. The existing MOU between SJCOG and StanCOG is attached to this MOU as Attachment A.

SECTION 2: Cooperative Relationship

2.1 Communication

Modesto and Ripon shall rely upon a cooperative relationship to facilitate the application for and administration of FTA Section 5307 funds. A critical component of this relationship involves open and productive communication, which leads to setting transit project priorities and following all federal funding requirements.

The Modesto Transit Manager and the Ripon City Engineer are the primary individuals responsible for ensuring implementation of the provisions of this MOU.

SECTION 3: FTA Section 5307 Requirements

3.1 Grantee Role

Modesto, as the grantee, will review proposed projects to help ensure that all FTA supported activities in which Ripon engages comply with all applicable Federal regulations, Grant Agreements and FTA circulars. Ripon shall cooperate with Modesto to provide supporting documents, data and other information as may be reasonably requested by Modesto to ensure said compliance.

Modesto, will make a good faith effort to provide Ripon an annual allocation amount reflecting estimated Ripon’s funding share, including related methodology and technical calculations that were used to identify the allocation figure. Ripon shall review the allocation and provide comments to Modesto within thirty days on the methodology and calculation.

Within 30 calendar days of publication of the apportionments in the Federal Register, Modesto will calculate and furnish Ripon with their allocation amount. Modesto will track the amount of the Modesto Urbanized Area’s total apportionment, the cumulative amount of said apportionment that is allocated to Ripon, and the cumulative amount of Ripon’s allocation that has been obligated by the
FTA in approved grants. Modesto will provide Ripon with a report on these amounts within 30 days of Ripon’s request for information.

3.2 Annual Certifications and Assurances

Modesto shall annually submit Certifications and Assurances to the FTA that detail the federal requirements with which it must comply to be eligible to receive federal transit assistance. The annual submission of these Certifications and Assurances is required by Federal law prior to the submission of any grant application.

Federal regulations require that Modesto, as a grant applicant, secure sufficient documentation from subrecipients such as Ripon to ensure the subrecipient’s compliance with all the requirements included in the Certifications and Assurances. To ensure that Ripon is aware of all federal regulations, Ripon shall submit to Modesto, within thirty (30) days of Modesto’s request, a signed copy of the FTA’s Annual Certifications and Assurances. Ripon shall comply with all requirements set forth in the annual Certifications and Assurances.

3.3 Civil Rights Requirements

Modesto and Ripon agree to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following: non discrimination in Federal Public Transportation Programs; non discrimination following the requirements of Title VI of the Civil Rights Act of 1964; Equal Employment Opportunity; non discrimination on the basis of sex; non discrimination on the basis of age; non discrimination on the basis of disability; and, Disadvantaged Business Enterprise.

3.4 Federal Transportation Improvement Program

SJCOG is responsible for the periodic development, adoption, and amendment of a Federal Transportation Improvement Program (FTIP) for San Joaquin County. Federally funded projects are programmed by SJCOG on behalf of Ripon to provide for Ripon’s receipt of federal funds through the FTIP. Ripon will be responsible to ensure that its Federal Section 5307 projects are programmed into SJCOG’s FTIP in addition to being included in the StanCOG FTIP as an information item only. Ripon shall request the inclusion of its projects in the triennial FTIP’s prepared by StanCOG and SJCOG.

The SJCOG FTIP will be prepared and coordinated with StanCOG per the MOU between SJCOG and StanCOG. Ripon shall be eligible to receive FTA funding only for projects that are included in said FTIP’s when properly adopted by both SJCOG and StanCOG, in accordance with regulations promulgated by the U.S. Department of Transportation, and approved by the FTA. Projects not included in both the SJCOG and StanCOG FTIP’s will not be included in Modesto’s Section 5307 grant application.
3.5 Annual Review and Request for Funding

Modesto and Ripon shall meet annually for the purpose of reviewing the transit needs in the Modesto Urbanized Area and defining the apportionment amounts for eligible transit activities in Ripon. The meeting shall be held after the FTA publishes the annual apportionments in the Federal Register.

Requests submitted to Modesto by October 1st will be included in an application that Modesto will submit to the FTA by June 30th of the following year. Said written notification shall include copies of the SJCOG and StanCOG FTIP’s as approved by Caltrans, the HIWA and the FTA. Ripon shall notify Modesto in writing if it has an FTA eligible project that it desires Modesto to include in its annual Section 5307 grant application.

In the event that application requests are filed after October 1st, Modesto will amend its annual grant application to include Ripon’s FTA eligible project, if time permits.

If Ripon does not submit a project annually, Ripon’s annual apportionment shall be carried over automatically into the next year and the next year(s), if applicable. The apportionment balance shall be cumulatively tracked by Modesto. Ripon’s annual apportionments will not be expended by Modesto without Ripon’s express written approval. Ripon will be able to submit an eligible project based upon its cumulative unexpended apportionment balance. Modesto will provide Ripon the cumulative balance within thirty (30) calendar days of Ripon’s request.

All parties agree that Ripon’s share of the Modesto Urbanized Area’s annual Section 5307 allocation shall be based on the percentage of the population (according to the most recent federal census) of the Modesto Urbanized Area that resides within San Joaquin County. This percentage shall be applied to the portion of the Modesto Urbanized Area’s Section 5307 apportionment that is calculated on population alone and the portion that is calculated using population multiplied by population density. The remainder of the apportionment shall be distributed to Modesto. Ripon shall not receive any portion of the FTA Section 5307 apportionment that is determined, in whole or in part, on the basis of bus revenue miles or other data obtained through the National Transit Database process, unless Ripon submits NTD reporting data as specified in Section 4.3 of this MOU.

SECTION 4: Grant Application and Management

4.1 Federal Transit Administration Section 5307 Funding Application

Modesto shall complete the application for Section 5307 funding for the Modesto Urbanized Area and include funding requested by Ripon in the manner prescribed in Sections 3.4 and 3.5 of this MOU. Modesto shall submit the application to the Federal Transit Administration for processing.

Ripon shall provide Modesto with project information on a timely basis to ensure that grant application deadlines are met. This information shall include a project description, budget and budget detail, project milestones and environmental findings. Modesto may submit the annual
application without funding for Ripon if it does not receive the necessary project information within thirty (30) calendar days of notifying Ripon in writing of the deadline for receipt of project information.

After the grant has been approved by the FTA, StanCOG has completed the Supplemental Agreement approval and Modesto has executed the grant, Modesto will notify Ripon of the final approval of FTA grant funding. A flow chart detailing the grant application process is attached to the MOU as Attachment B.

4.2 Federal Transit Administration Section 5307 Grant Reporting Requirements

Financial Status Reports (FSR) and Milestone Progress Reports (MPR) are due to the FTA within 30 days after the end of each quarter. These reports are used by the FTA to determine if the purposes of the grant are being achieved, if the project is progressing on time and within budget, if the grantee is demonstrating competence in executing the project, if the project meets program requirements and if any future problems are anticipated. The FTA may withhold payment for failure to submit FSR or MPR reports on time.

The FSR is to provide a current, complete and accurate financial picture of the grant on an accrual basis as specified in FTA Circular 5010.1D, as that circular may be subsequently updated or amended.

The MPR is the narrative portion of the quarterly report. Information in the MPR includes status reports and progress on the milestones included in the grant application. FTA Circular 5010.1D describes the MPR.

Modesto will combine the information on Modesto’s projects with Ripon’s projects for these quarterly reports. To meet the quarterly reporting deadline, by the 10th day of the month following the end of each quarter Ripon will provide Modesto with the finance and milestone information needed for Modesto to properly complete the reports.

4.3 Federal Transit Administration National Transit Database (NTD) Reporting

If Ripon does not receive a waiver from the FTA for NTD reporting, Ripon will submit NTD reports that have been compiled in the manner prescribed by the FTA. If Ripon desires to receive FTA funding based on services provided, or any factor other than population and population density, Ripon must submit NTD information to the FTA. This would require Ripon to provide adequate and properly trained staff resources to collect and compile the information. In addition, a Ripon staff member would need to regularly attend FTA training on NTD reporting. If Ripon submits NTD reports, hard copies of the reports will be sent to Modesto.

NTD grantees and sub recipients are required by law to submit monthly and annual NTD reports to the FTA. There are three types of NTD reports; annual, monthly and safety and security incidents. The largest of the three is the annual report, which includes information on transit operations including ridership, miles, hours and vehicles with details on actual expenditures. The FTA uses this information to calculate the Modesto Urbanized Area’s annual apportionment. Data collection
Methodologies and reporting procedures are highly technical and annual training is required to complete the reports accurately.

During an FTA Triennial Review, Modesto is required to provide the NTD reporting identification number for all sub-recipients of FTA Section 5207 funds. As a sub-recipient, Ripon shall provide Modesto with a copy of its NTD reports that includes Ripon’s reporting identification number or a letter from the FTA waiving the requirement.

Modesto will not be available to assist in the collection and assimilation of NTD data for Ripon. Modesto will not be able to enter into its NTD database information on Ripon’s behalf. It shall be Ripon’s responsibility to accurately collect and enter information into the NTD reporting system.

Section 5: Reimbursements for Grant Activities

Thirty days after Modesto’s submission of the Quarterly reports to the FTA, Ripon will submit a detailed expense report and invoice based on the FSR (Section 4.2, Reports) to Modesto for reimbursement. The expense report will be submitted by the first day of March, June, September and December following any quarter in which Ripon has incurred reimbursable expenses. Modesto will reimburse Ripon for eligible activities within 30 days after the receipt of the expense invoice. Ripon will maintain all original invoices for a period of ten years for future FTA audits and reviews.

Ripon shall reimburse Modesto for fully allocated labor expenses for activities related to FTA grants that benefit Ripon. To receive reimbursement for routine activities constituting less than 20 hours of labor, Modesto shall submit an invoice to Ripon within 30 days of the end of each six-month period in which costs were incurred. To receive reimbursement for activities beyond the routine activities, or in excess of 20 hours of labor, Modesto shall provide Ripon with written notice of the labor expenditures prior to undertaking the non-routine activities. Any invoice submitted by Modesto to Ripon shall list labor hours by employee, the fully allocated expense rate per labor hour and the cost by employee and a total for all Modesto employees and must be approved, in writing, by the Ripon City Engineer. Ripon shall remit payment to Modesto within 30 days of receipt of said invoice. FTA funds may not be used for this payment.

Section 6: Errors and Omissions

Ripon and Modesto agree that neither party shall hold the other responsible for errors, omissions or other negligence that might result in the loss of funding or a delay in receiving funding.

Section 7: MOU Amendment

This MOU may be amended by the written consent of both parties.
Section 8: MOU Termination

Either party upon thirty days written notification to the other may terminate this MOU.

Section 9: Authorization of MOU

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2009-449, adopted by the Council of the City of Modesto on the ___22____ day of ___September____, 2009.

CITY OF MODESTO,
A California municipal corporation

By: ____________________________  
GREG NYHOF, City Manager

CITY OF RIPON
A California municipal corporation

By: ____________________________  
CHUCK WYNNE, Mayor

ATTEST:
By: ____________________________  
STEPHANIE LOPEZ, City Clerk

ATTEST:
By: ____________________________  
LYNNETTE VAN LAAR, City Clerk

(SEAL)
APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By: ___________________________
   ROLAND R. STEVENS, Assistant City Attorney

APPROVED AS TO FORM:
THOMAS H. TERPSTRA, City Attorney

By: ___________________________
   THOMAS H. TERPSTRA

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

Partnership – signature of a partner required

Sole proprietorship -- signature of proprietor required
Attachment B — FTA Section 5307 Grant Process Flow Chart

Ripon
- Ripon submits project request to Modesto by Oct 1 for June grant application
- Ripon's request is changed if needed

Modesto FTA Grant Application Process
- Modesto includes Ripon's projects in city budget
- Modesto Council Adopts Program of Projects and approves submission of grant application By June 1
- Modesto Enter FTA Application into TEAM By August 1

Public Hearing
- StanCOG Approves 3-year FTIP in even-numbered years
- StanCOG Sends letter/email of concurrence with Modesto's application to the FTA

FTIP
- StanCOG Amends FTIP as needed for new projects

FTA
- Reviews grant application and confirms funds available in FTIP
- Assume number and improves grant submission
- FTA Makes grant award typically 4 to 8 weeks after submission

Modesto
- Notifies Ripon of Award
- Executes grant By September 15 after StanCOG PIN
- StanCOG Enters PIN number into TEAM
Attachment C — Quarterly FTA Grant Reporting

Reports Required
Quarterly Until
Project Complete
Reports due in Oct, Jan, April, July

Modesto FTA Grant Management Process on TEAM

- Modesto Enters Milestone & Finance quarterly reports, end of Oct, Jan, April & July
- Reports due every quarter until project is complete
- Modesto Enters Milestone & Finance quarterly reports, end of Oct, Jan, April & July
- Reports due every quarter until project is complete
- Modesto Enters Milestone & Finance quarterly reports, end of Oct, Jan, April & July
- Reports due every quarter until project is complete
- When all projects are complete Modesto Closes out Grant after does a final status report

- Modesto: Draws down funds based on Quarterly Finance Report
- Ripon sends expense report 1st Nov, Feb, May Aug
- Modesto Reimburses Ripon 30 days after expense report
- Modesto Reimburses Ripon 30 days after expense report
- Modesto Reimburses Ripon 30 days after expense report

- Ripon Provides Finance & Progress Reports for previous quarter by the 10th
- Reports due every quarter until project is complete
- Ripon Provides Finance & Progress Reports for previous quarter by the 10th
- Reports due every quarter until project is complete
- Ripon Provides Finance & Progress Reports for previous quarter by the 10th
- Reports due every quarter until project is complete
- Ripon Provides Finance & Progress Reports for previous quarter by the 10th
- Reports due every quarter until project is complete
County of Stanislaus
February 23, 2015

Fred Cavanah, Transit Manager
City of Modesto
1010 10th Street, Suite 4500
Modesto, CA 95354

Dear Fred:

Please find enclosed the executed and signed original of the Memorandum of Understanding (MOU) between the City of Modesto and Stanislaus County.

Per your request, I am forwarding one copy of the fully executed MOU to the City. I would like to take this opportunity to thank you and your staff for your assistance throughout this process and very much appreciates your help.

Should you have any questions or concerns, please feel free to call me and may do so at 209-525-7560.

Sincerely,

Eunice Lovi
Transit Manager
MEMORANDUM OF UNDERSTANDING
between the
CITY OF MODESTO
and
STANISLAUS COUNTY

Two Party Subrecipient Agreement
Regarding the Coordination of Federal Transportation Administration (FTA)
Section 5307 Funded Activities in the Modesto Urbanized Area

This Memorandum of Understanding (MOU) is entered into between the City of Modesto, hereinafter referred to as “Modesto” and Stanislaus County, hereinafter referred to as “the County”, this 25 day of November, 2014.

This MOU is made with reference to the following recitals:

1. The Stanislaus Council of Governments (StanCOG) has been designated by the Federal Transit Administration (FTA) to receive Section 5307 federal transit funds, which they make available to transit operators in the Modesto Urbanized Area through the Federal Transportation Improvement Program (FTIP) planning process.

2. Modesto, as designated by the U.S. Census Bureau, is the major population center in the federally defined Modesto Urbanized Area. Modesto is the designated applicant and recipient of all FTA Section 5307 funds within the Modesto Urbanized Area.

3. The FTA requested that Modesto work with other public transit operators in the Modesto Urbanized Area to develop subrecipient relationships as needed to accomplish public transit goals within the Modesto Urbanized Area.

4. Also located in the Modesto Urbanized Area (as designated by the U.S. Census Bureau) are the cities of Riverbank, Oakdale and Hughson and unincorporated areas including the community of Keyes that are served by the Stanislaus County Public Works Transit Division a.k.a. Stanislaus Regional Transit.

5. As an urbanized area transit provider, Stanislaus County has current and future activities eligible for FTA Section 5307 federal transit funds that have and/or will be included in the FTIP adopted by StanCOG.

6. Modesto and Stanislaus County must enter into an MOU to define roles and responsibilities of the two entities in the FTA Section 5307 grant application and grant management process to ensure the smooth and equitable distribution of funds and ensure compliance with all federal grant regulations and requirements.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:
SECTION 1: Purpose

1.1 General Scope of Agreement

The purpose of this MOU is to identify the roles and responsibilities for Modesto as the grant recipient and the County as the subrecipient for FTA Section 5307 grant funds received by the City of Modesto in accordance with P.L. 112-141, Moving Ahead for Progress in the 21st Century (MAP-21).

SECTION 2: Terms

2.1 Term

The term of this MOU shall be commensurate with activities necessary to procure the Section 5307 funds specified in Paragraph 2.2 and terminate when either party exercises its right to terminate under Section 8 of this agreement.

2.2 Funding Covered by this MOU

This agreement addresses FTA 5307 funds apportioned to the Modesto Urbanized Area by the FTA as authorized by MAP 21 for Federal Fiscal Years 2012-13 and 2013-14 as published in the Federal Register. Additional apportionments made to the Modesto Urbanized Area under MAP 21 for FY 2014-15 and future years will be addressed under this MOU unless terminated pursuant to Section 8 of this agreement.

SECTION 3: FTA Section 5307 Requirements

3.1 Responsibilities of the City of Modesto (Recipient) and Stanislaus County (Subrecipient)

Modesto, as the FTA recipient, is required to ensure that all supported activities in which the County engages as the subrecipient comply with all regulations, Grant Agreements, circulars and other guidance issued by federal regulatory agencies. The County shall cooperate with Modesto to provide supporting documents, data and other information as may be reasonably requested by Modesto to ensure said compliance. In addition to the items below, the County shall comply with all the terms in Exhibit A, Federal Contract Clauses.

3.2 Certifications and Assurances

Modesto annually submits Certifications and Assurances to the FTA that detail the federal requirements with which it must comply to be eligible to receive federal transit assistance. The annual submission of these Certifications and Assurances are required by Federal law prior to the submission of any grant application.
Federal regulations require that Modesto, as a grant applicant, secure sufficient documentation from subrecipients such as the County to ensure the subrecipient's compliance with all the requirements included in the Certifications and Assurances. To ensure it is prepared to comply with all federal regulations the County shall submit to Modesto within thirty (30) days of the date first written above, a signed copy of the Certifications and Assurances for FTA grant and cooperative agreements most recently published in the Federal Register. Subsequent to the initial submittal, the county shall annually submit to Modesto, within thirty (30) days of publication in the Federal Register, a signed copy of the FTA’s Certifications and Assurances. The County shall comply with all requirements set forth in the annual Certifications and Assurances.

3.3 Federal Certifications

Federal Certifications:
The County shall complete and submit the following federally required forms included in Exhibit B within thirty (30) days of approval of the MOU by the Modesto City Council.

Form 1

A signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.

A signed form must be submitted if the subrecipient will receive $100,000 or more in payment for their participation in this MOU.

Form 2

A signed Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.

FTA requires third party contractors to submit this certificate to the grantee for any subrecipient doing work valued at $100,000 or more. The County shall be responsible to obtain complete forms from its contractors and submit them to Modesto. This form must be completed and submitted for each contractor expected to receive $100,000 or more for their participation during the term of this MOU.

Form 3

A signed Certification of Restrictions on Lobbying

FTA requires that each subrecipient submit this certification to Modesto. Any subcontractor doing work valued at more than $100,000 during the term of the contract is required to submit a certification to Modesto. The County shall be responsible to obtain complete forms from its subcontractors and submit them to Modesto prior to receiving FTA 5307 funds.

Form 4

A signed Disclosure of Lobbying Activities.
The Disclosure Statement must be submitted by the County or subcontractor whose participation exceeds $100,000 and who is involved in lobbying activities. The County
shall be responsible to obtain complete forms from its subcontractors and submit them to Modesto prior to receiving FTA 5307 funds.

Form 5

*A signed Certification Regarding Non-Discrimination of Persons with Disabilities.*

Form 6

*A signed Equal Opportunity Employment Certification.*

3.4 Civil Rights Requirements

Modesto and the County shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following: non discrimination in Federal Public Transportation Programs; non discrimination following the requirements of Title VI of the Civil Rights Act of 1964; Equal Employment Opportunity (EEO); non discrimination on the basis of sex; non discrimination on the basis of age; non discrimination on the basis of disability; and, Disadvantaged Business Enterprise (DBE). As the grantee, Modesto will monitor the County (subrecipient) to ensure compliance with all civil rights regulations and reporting requirements. The County shall provide Modesto with their EEO, Title VI and DBE plans, reports and analysis according to federal requirements.

3.5 Drug and Alcohol Program

Modesto and the County will follow the requirements of 49 CFR Part 655 to have a drug and alcohol testing policy detailing the provisions of their drug and alcohol programs. These programs shall include all of the provisions as defined by 49 CFR 655.15. Modesto will monitor the County to ensure compliance with this regulation and reporting requirements. The county shall provide Modesto with its Drug and Alcohol plan and reports according to federal requirements.

3.6 Americans with Disabilities Act Requirements

Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that as an FTA grantee, Modesto shall not discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service. Each public entity operating a fixed route system must provide complementary paratransit to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

Modesto will monitor the County to ensure that the County provides ADA complementary paratransit service in compliance with the DOT ADA requirements including, but not limited to, hours of paratransit service, eligibility determinations, service criteria, service capacity, and no-show policies. The County shall provide Modesto with its FTA approved Paratransit Service Plan and monthly reports from its operations contractor documentation to demonstrate compliance.
3.7 Federal Transportation Improvement Program

The Stanislaus Council of Governments, StanCOG, is responsible for the periodic development, adoption, and amendment of a Federal Transportation Improvement Program (FTIP) for Stanislaus County. The FTIP is, in part, the plan and approval for the allocation of FTA Section 5307 funds to transit operators in the Modesto Urbanized area. Federally funded transit projects must be programmed in the FTIP by StanCOG on behalf of Modesto and the County to provide for both parties receipt of federal funds. The County will be responsible to ensure that the County’s FTA Section 5307 projects, as agreed upon by both parties are programmed into the FTIP.

3.8 Funding Level

Modesto and the County have met for the purpose of reviewing the transit needs in the Modesto Urbanized Area and defining the apportionment amounts for eligible transit activities in the County’s area of service. The allocation amount negotiated by Modesto and the County was based upon population in each service area and ridership numbers and is consistent with Table 3A in the FTA FY 2013 and FY 2014 Apportionments, Allocations and Program Information as published in the Federal Register. Per these negotiations, the funds will be used to cover the County’s Capital Cost of Contracting with the maximum allocation to the County of $683,777 for FY 2013 and $490,169 for FY 2014. The negotiations were conducted with the approval and oversight of StanCOG. Funding amounts for additional years are subject to negotiations between the City, County and StanCOG.

SECTION 4: Grant Application and Management

4.1 Federal Transit Administration Section 5307 Funding Application

Modesto will complete the application for Section 5307 funding for the Modesto Urbanized Area and include funding requested by the County in the manner prescribed in Sections 3.7 and 3.8 of this MOU. Modesto will submit the application to the Federal Transit Administration for processing.

The County shall provide Modesto with project information on a timely basis to ensure that grant application deadlines are met. This information shall include a project description, budget and budget detail, project milestones and environmental findings. Modesto may submit the annual application without funding for the County if it does not receive the necessary project information within fifteen (15) business days of notifying the County in writing of the deadline for receipt of project information.

After the grant has been approved by the FTA, StanCOG has completed the Supplemental Agreement approval and Modesto has executed the grant, Modesto will notify the County of the final approval of FTA grant funding. A flow chart detailing the grant application process is attached to the MOU as Exhibit C.
4.2 Federal Transit Administration Section 5307 Grant Reporting Requirements

Financial Status Reports (FSR) and Milestone Progress Reports (MPR) are due to the FTA within 30 days after the end of each quarter ("Quarterly Report"). These reports are used by the FTA to determine if the purposes of the grant are being achieved, if the project is progressing on time and within budget, if the grantee is demonstrating competence in executing the project, if the project meets program requirements and if any future problems are anticipated. The FTA may withhold payment for failure to submit FSR or MPR reports on time.

The FSR is to provide a current, complete and accurate financial picture of the grant on an accrual basis as specified in FTA Circular 5010.1D, as that circular may be subsequently updated or amended.

The MPR is the narrative portion of the Quarterly Report. Information in the MPR includes status reports and progress on the milestones included in the grant application. FTA Circular 5010.1D describes the MPR.

Modesto will combine the information on Modesto’s projects with the County’s projects for these quarterly reports. To meet the quarterly reporting deadline, the County shall provide by the 10th day of the month following the end of each quarter the milestone information needed for Modesto to properly complete the milestone report. The FSR will be submitted based on the detailed expense reports submitted by the County in February, May, August and November as described in Section 5. Upon completion and submittal of the FSR and MPR, Modesto shall provide copies to the County.

4.3 Federal Transit Administration National Transit Database (NTD) Reporting

FTA grantees and subrecipients are required by law to submit monthly and annual NTD reports to the FTA. Annual and monthly reports on transit operations including ridership, miles, hours and vehicles, with details on actual expenditures, are required. The FTA uses this information to calculate the Modesto Urbanized Area’s annual apportionment. Data collection methodologies and reporting procedures are highly technical and annual training is required to complete the reports accurately.

During each FTA Triennial Review, Modesto is required to provide the NTD reporting identification number for all subrecipients of FTA Section 5307 funds. As a subrecipient, the County shall provide Modesto with a final copy of its NTD report that includes the County’s reporting identification number.

Modesto will not be available to assist in the collection and assimilation of NTD data for the County. Modesto will not enter into its NTD database information on the County’s behalf nor will it assist in resolving discrepancies that may be discovered by the FTA’s NTD contractor. It shall be the County’s responsibility to accurately collect and enter information into the NTD reporting system. The County as a Small Urban System Transit Provider in a large urbanized
area may request approval from FTA to qualify for a Small Systems Waiver. The County shall cooperate with the FTA and its NTD contractor to resolve any data discrepancies.

Section 5: Reimbursements for Grant Activities

The County shall submit a detailed expense report to Modesto for reimbursement on a quarterly basis within sixty (60) days following the end of the federal quarter. These expense reports shall be submitted by the end of February, May, August and November following any quarter in which the County has incurred reimbursable expenses. Modesto will reimburse the County for eligible expenses within thirty (30) days after the receipt of the expense reports. The County shall maintain all original invoices for a period of six (6) years for future FTA audits and reviews.

Section 6: Errors and Omissions

Modesto and the County agree that neither party shall hold the other responsible for errors, omissions or other negligence that might result in the loss of funding or a delay in receiving funding.

Section 7: MOU Amendment

This MOU may be amended by the written consent of both parties.

Section 8: MOU Termination

Either party upon thirty (30) days written notification to the other may terminate this MOU.
Section 9: Authorization of MOU

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of transit planning and programming federal funds within the Modesto Urbanized Area.

CITY OF MODESTO

By: ____________________________
Jim Holgersson, City Manager

STANISLAUS COUNTY

By: ____________________________
Matthew Machado, Director, Department of Public Works

ATTEST:

By: ____________________________
Stephanie Lopez, City Clerk
Reso 2014-405, November 25, 2014

APPROVED AS TO FORM:

By: ____________________________
Adam U. Lindgren, City Attorney

APPROVED AS TO FORM:

By: ____________________________
John P. Doering, County Counsel

By: ____________________________
Mary Akin, Risk Manager

By: ____________________________
Thomas E. Boze, Deputy County Counsel
Exhibit A

Federal Contract Clauses

The following extract is taken from the Federal Transit Administration Best Practices Procurement Manual, Appendix A.1, “Governing Documents.” Fund recipients and subrecipients are directed to this manual for the full text of these contract clauses. The manual can be found on-line at:

http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html

1. **DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

   A. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

   B. FTA grant recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Recipients shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by Recipients to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Modesto deems appropriate. Each subcontract recipients signs with any subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   C. Recipients shall report its DBE participation obtained through race-neutral means throughout the period of performance.

   D. Recipients shall pay any the subcontractor not later than 10 days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of
the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with Modesto’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the recipients, deficient subcontract performance, or noncompliance by a subcontractor.

E. Recipients shall promptly notify Modesto whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Recipients may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of both parties.

2. **CIVIL RIGHTS.** The following requirements apply to the Agreement:

employment because of race, color, creed, national origin, sex, age, or disability.

In addition, recipients agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, recipients agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Recipients agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of
compensation; and selection for training, including apprenticeship. In addition, recipients agree to comply with any implementing requirements FTA may issue.


C. Recipients also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. **ENVIRONMENT.**
A. Energy Conservation - Recipients agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

B. Clean Water - Recipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Recipients agree to report each violation and understands and agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Recipients also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Air - Recipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Recipients agree to report each violation and understands and agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Recipients also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

D. Recycled Products - Recipients agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

A. **Overtime Requirements.** No recipients or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and a half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
B. **Violation: Liability for Unpaid Wages, Liquidated Damages.** In the event of any violation of the clauses set forth in paragraph A of this section recipients and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such recipients and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. **Withholding for Unpaid Wages and Liquidated Damages.** Recipients shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime the contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. **Subcontracts.** Recipients or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the contractor to
include these clauses in any subcontractor or lower tier subcontractor with the
clauses set forth in this section. Recipients shall be responsible for compliance by
any subcontractor or lower tier subcontractor with the clauses set forth in
paragraphs A through D of this section.

6. **PROHIBITED INTEREST.** No official, officer, or employee during his or her
tenure or one (1) year thereafter shall have any interest, direct or indirect, in this
Agreement or the proceeds thereof.

7. **INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS.** In
accordance with U.S.C. Section 431, no member of, or delegate to, the Congress of the
United States shall be admitted to a share or part of this Agreement or to any benefit
arising therefrom.

8. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This
Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, recipients
are required to verify that contractors, its principals, as defined at 49 CFR 29.995, or
affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR
29.940 and 29.945. Recipients are required to comply with 49 CFR 29, Subpart C and
must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier
covered transaction it enters into.

9. **CARGO PREFERENCE.** Use of United States-Flag Vessels - Recipients agree:
A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to recipient, and;

C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. **FEDERAL GRANT CONDITIONS.** This Agreement is subject to a financial assistance contract between both parties and the United States Department of Transportation (DOT), Federal Transit Administration (FTA). Recipients and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Agreement as required by FTA. If such changes cause an increase or decrease in the work to be performed by recipients or in the time for such
performance, then the compensation to be paid to recipients and time of performance shall be equitably adjusted.

11. **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.**
Recipients acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to recipients, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement. Recipients agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

12. **FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.**

A. Recipients recognize that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, recipients certify or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, recipients also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies
Act of 1986, as amended, on recipients to the extent the Federal Government deems appropriate.

B. Recipients also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on recipients, to the extent the Federal Government deems appropriate.

C. Recipients agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

13. **ACCESS TO RECORDS AND REPORTS.** The following access to records requirements apply to this Agreement:

A. Recipients agree to provide the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of recipients which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Recipients also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
B. Recipients agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. Recipients agree to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case recipients agree to maintain same until both recipients, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. FTA does not require the inclusion of these requirements in subcontracts.

14. **FEDERAL CHANGES.** Recipients shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Modesto and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Recipients' failure to so comply shall constitute a material breach of this Agreement.

15. **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS.** Recipients agree to comply with applicable transit employee protective requirements as follows:
A. **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, recipients agree to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient's project from which Federal assistance is provided to support work on the underlying Agreement. Recipients agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.

B. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for which work is performed on the underlying Agreement, recipient agrees to carry
out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Recipients agree to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, recipients agree to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. Recipients also agree to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16. DRUG AND ALCOHOL TESTING. Recipients agree to establish a drug and alcohol testing program that complies with C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating
administrations, the State Oversight Agency of California, or recipients to inspect the 
facilities and records associated with the implementation of the drug and alcohol testing 
program as required under 49 C.F.R. Part 655 and review the testing process. Recipients 
agree further to certify annually its compliance with Part 655 before March 1 of each year 
and to submit the Management Information System (MIS) reports before March 1 of each 
year to Modesto’s Transit Division. To certify compliance recipients shall use the 
“Substance Abuse Certifications” in the “Annual List of Certifications and Assurances 
for Federal Transit Administration Grants and Cooperative Agreements,” which is 
published annually in the Federal Register.

17. **FLY AMERICA.** Recipients agree to comply with 49 U.S.C. 40118 (the “Fly 
America” Act) in accordance with the General Services Administration’s regulations at 
41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and 
their the contractors are required to use U.S. Flag air carriers for U.S Government-
funded international air travel and transportation of their personal effects or property, to 
the extent such service is available, unless travel by foreign air carrier is a matter of 
necessity, as defined by the Fly America Act. Recipients shall submit, if a foreign air 
carrier was used, an appropriate certification or memorandum adequately explaining why 
service by a U.S. flag air carrier was not available or why it was necessary to use a 
foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly 
America requirements. Recipients agree to include the requirements of this section in all 
subcontracts that may involve international air transportation.
18. **CHARTER SERVICE OPERATIONS.** Recipients agree that while performing work in connection with this Agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

19. **SCHOOL BUS OPERATIONS.** Recipients agree that neither it nor any subcontractor performing work in connection with this Agreement will engage in school bus operations for the transportation of student or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this Agreement.

20. **FEDERAL, STATE, AND LOCAL LAWS.** Recipients warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and local laws and ordinances, and all lawful orders, rules, and regulations issued by any authority of competent jurisdiction in all aspects of its performance of this Agreement.

21. **DISPUTE RESOLUTION CLAUSE.** All claims, controversies or disputes arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or
applicability of this clause shall be determined by binding arbitration in Modesto, California, by one (1) arbitrator. The American Arbitration Association shall administer the arbitration under its Rules then in effect, subject to the modifications of those rules contained in this clause. This Agreement to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration under this clause shall be in Stanislaus County, California.

This clause is not intended to and does not waive the claim filing requirements found at California Government Code Section 900 et seq. In the event that a timely and legally sufficient claim is filed by recipient and the claim is rejected in whole or in part, this clause shall result in the conclusive, final and binding resolution of all the issues presented in the claim. Claims rejected shall be submitted by recipients to arbitration pursuant to the Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection to recipients. Otherwise, the claim or claims shall be deemed finally waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitrations not proceeding under the “fast track” rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both recipients shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right.

Whether or not recipients may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by and the parties shall be
bound by the substantive law of the State of California, and not the Federal Arbitration Act at 9 U.S.C. Section 1 et seq.

The arbitrator may grant any remedy or relief deemed just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party. The arbitrator shall, in the written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this clause to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party’s actual damages (excluding litigation cost and fees) against any party. This limitation of the arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Recipients shall include in all subcontracts, if any, a clause whereby the subcontractor consents to being joined in arbitration between Modesto and the County involving the work of subcontractor to be joined. Recipient’s failure to do so shall be a breach of Agreement.

The parties to any contract of which this clause is made a part by reference or otherwise shall, and hereby do, waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.
22. **BUY AMERICA.** Recipients agree to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock purchased by recipients shall be assembled in the United States and have a 60 percent domestic content.

23. **BUS TESTING CERTIFICATION.** Recipients agree to comply with 49 U.S.C. A 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 and shall perform the following:

A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient’s final acceptance of the first vehicle.

B. A manufacturer who releases a report under subparagraph A above shall provide notice to the operator of the testing facility that the report is available to the public.

C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to
recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

24. **SAFETY PLAN.** Recipients shall develop a safety plan that includes performance targets, strategies, and staff training in compliance with safety performance criteria under development by FTA at such time as said criteria are made available by the FTA.

25. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Recipients shall not perform

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any act, fail to perform any act, or refuse to comply with any requests which would cause recipients to be in violation of the FTA terms and conditions.
Exhibit B

Required Federal Certifications
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract) \( \text{County of St. Louis} \) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD PARTY CONTRACT), \( \text{County of St. Louis} \), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\[ \text{Signature & Title of Authorized Official} \]

The undersigned chief legal counsel for the \( \text{County of St. Louis} \) hereby certifies that the \( \text{transit manager} \) has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\[ \text{Signature of Applicant's Attorney} \]

\[ \text{Date} \]
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a third party contract), \[\text{Certi} \text{fy}&\text{er's Name}\], certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(I the lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third party contractor, or potential subcontractor under a third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) \[\text{Certi} \text{fy}&\text{er's Name}\] CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\[\text{Signature and Title of Authorized Official}\]

\[\text{Date}\]
Form 3

CERTIFICATION
OF RESTRICTIONS ON LOBBYING

1. Eugene Levy, Transit Manager, hereby certify on behalf of County Public Works Transit Division that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 16th day of February, 2015

By: Eugene Levy

(signature of authorized official)

Transit Manager

(title of authorized official)
CERTIFICATION
OF RESTRICTIONS ON LOBBYING

I, ____________________________, hereby certify on behalf of ____________________________,
that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _______ day of ____________, 2015

By ____________________________,

______________________________
(signature of authorized official)

______________________________
(title of authorized official)
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
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<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
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<td>d. loan</td>
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<td>f. loan insurance</td>
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<th>4. Name and Address of Reporting Entity:</th>
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<tr>
<td>Prime □ Subawardee □ Tier ____, if known:</td>
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<tr>
<td>Congressional District, if known:</td>
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<tr>
<td>6. Federal Department/Agency:</td>
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<tr>
<td>7. Federal Program Name/Description:</td>
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<tr>
<td>CFDA Number, if applicable: __________</td>
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<td>8. Federal Action Number, if known:</td>
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<td>9. Award Amount, if known: $</td>
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<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Information revealed through this form is governed by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance may be placed by the party above when the disclosure was made or altered line. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $100,000 and not more than $10,000,000 for each such failure.</th>
</tr>
</thead>
</table>

Signature: ____________________________
Print Name: ____________________________
Title: ____________________________
Telephone No.: ____________________________ Date: ____________________________

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
Form 5

NON-DISCRIMINATION OF PERSONS WITH DISABILITIES

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the CITY that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit or service to beneficiaries of the program or activity.

The CITY is committed to providing access to all CITY services, programs and meetings open to the public with disabilities.

In this regard, the City and all its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with the CITY of Modesto shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION OF PERSONS WITH DISABILITIES

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, through applicable administrative requirements promulgated in response thereto, and in any other applicable Federal laws and regulations relating to discrimination of and participation by individuals with disabilities.

NAME OF BIDDER: Stow (State County Public Works Tran)h

BUSINESS ADDRESS: 1010 10th Street Suite 4202

CITY, STATE, ZIP CODE: Modesto, CA 95354

BY: [Signature]  TITLE: [Signature]  DATED: 2015
FORM 6

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

DATED: February 6, 2015

Name of Bidder

By: __________________________

Title: __________________________

Official Address:

1910 10th Street, Suite 204

Modesto, CA 95354
Exhibit C — FTA Section 5307 Grant Application Process Flow Chart

County

FTA

Modesto
FTA Grant Application Process

FTIP
StanCOG

The County submits project request to Modesto by Oct for June grant application

FTA 5307 Allocations Published in Federal Register—Discussion of County share of allocation

County confirms request for funding

Modesto includes the County's projects in city budget

Modesto Council Adopts Program of Projects and approves submission of grant application by June 1

FTA Reviews grant application and confirms funds available in FTIP

FTA Assigns number and approves grant submission

Modesto Enters FTA Application into TEAM By August 1

StanCOG Approves 3-year FTIP in even numbered years. County requests their project to be included.

StanCOG Amends FTIP as needed for new projects

StanCOG Sends letter/email of concurrence with Modesto's application to the FTA.

Modesto Enters PIN

FTA Makes grant award typically 4 to 5 weeks after submission

Modesto Notifies County of Grant Approval

StanCOG Enters PIN number into TEAM

Public Hearing

Public Hearing

Public Hearing

Page 1
Exhibit C — Quarterly FTA Grant Reporting & Reimbursement Flow Chart

County Submits Milestones Reports for previous quarter by the 10th of January, April, July & October

County submits expense report 1st Nov, Feb, May, Aug for quarters ending Sept, Dec, Mar & June

Modesto Reimburses County 30 days after expense report

Modesto Enters Milestone & Finance quarterly reports by 30th of Jan, April, July & Oct

After report accepted, Modesto draws down funds based on Finance Report

County Submits Milestones Reports for previous quarter by the 10th of January, April, July & October

County submits expense report 1st Nov, Feb, May, Aug for quarters ending Sept, Dec, Mar & June

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Modesto Reimburses County 30 days after expense report

Modesto Enters Milestone & Finance quarterly reports by 30th of Jan, April, July & Oct

After report accepted, Modesto draws down funds based on Finance Report

Reports Required Quarterly Until Project Complete

Reports due in Oct, Jan, April, July
MODESTO CITY COUNCIL
RESOLUTION NO. 2019-189

RESOLUTION APPROVING AN INCREASE OF THE DIRECTOR OF UTILITIES AUTHORITY TO ISSUE CHANGE ORDERS ON THE TUOLUMNE RIVER SHEET PILE AND DAM DEBRIS REMOVAL PROJECT FROM 20 PERCENT ($193,652) TO 52 PERCENT ($503,760) OF THE ORIGINAL CONSTRUCTION CONTRACT PRICE OF $968,260 WITH INNOVATIVE CONSTRUCTION SOLUTIONS OF DUBLIN, CA

WHEREAS, on June 12, 2018, by Resolution No. 2018-226, Council awarded a construction contract to Innovative Construction Solutions of Dublin, CA in an amount not to exceed $968,260 for the Tuolumne River Sheet Pile and Dam Debris Removal Project, and

WHEREAS, on June 12, 2018, by Resolution No. 2018-227, Council authorized an increase in the Director’s authority to issue change orders for the Tuolumne River Sheet Pile and Dam Debris Removal Project from 10 percent ($96,826) to 20 percent ($193,652) of the construction contract amount, and

WHEREAS, additional change order work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the administrative and field inspection costs associated with ensuring the additional change order work conforms to the City’s standards of construction and quality, and

WHEREAS, the City’s “Change Order Approval Policy” enacted by Council Resolution No. 94-443 on July 19, 1994, established a contract change order authority for construction contracts.
NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes an increase in Director's Authority to issue change orders for the Tuolumne River Sheet Pile and Dam Debris Removal Project from 20 percent ($193,652) to 52 percent ($503,760).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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 AN INCREASE OF THE DIRECTOR OF UTILITIES AUTHORITY TO ISSUE CHANGE ORDERS ON THE TUOLUMNE RIVER REGIONAL PARK (TRRP) GATEWAY PARCEL – PHASE 2 PROJECT FROM 10 PERCENT ($206,774) TO 15.2 PERCENT ($315,188) OF THE ORIGINAL CONSTRUCTION CONTRACT PRICE OF $2,067,738 WITH EMPIRE LANDSCAPING, INC. OF DAVIS, CA

WHEREAS, the City Council, on February 2, 2016, by Resolution No. 2016-41, awarded a $2,067,738 contract to Empire Landscaping, Inc. for the construction of the Tuolumne River Regional Park (TRRP) Gateway Parcel – Phase 2 Project, and

WHEREAS, the original amount authorized to the Director of Utilities to issue change orders was 10 percent ($206,774) of the contract amount, and

WHEREAS, additional change order work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the administrative and field inspection costs associated with ensuring the additional change order work conforms to the City’s standards of construction and quality.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an increase in Director’s Authority to issue change orders for the Tuolumne River Regional Park (TRRP) Gateway Parcel – Phase 2 Project from 10 percent ($206,774) to 15.2 percent ($315,188).
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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. 2019-191

RESOLUTION AMENDING THE FISCAL YEAR 2018-19 CAPITAL
IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING A TRANSFER
IN THE AMOUNT OF $60,000 FROM LTF – NON-MOTORIZED FUND 1520 IN
ORDER TO FULLY FUND PROJECT #100599 - TUOLUMNE RIVER
REGIONAL PARK (TRRP) GATEWAY – PHASE 2 AS OUTLINED IN
ATTACHMENT A

WHEREAS, on February 2, 2016, by Resolution No. 2016-41 Council awarded a
collection contract to Empire Landscaping Inc. of Davis, CA in an amount not to
exceed $2,067,738, and

WHEREAS, a change order policy is utilized for each construction contract
awarded by the City, and

WHEREAS, if after the contract is executed, a change in the original scope of
work is determined necessary by staff, the policy authorized the Director to approve a
change order up to a cumulative amount of the original contract, and

WHEREAS, in most cases, the budgeted amount set by the policy and specific
requests by resolution are typically sufficient, however, as it relates to the TRRP
Gateway Phase 2 project, anticipated change order costs will exceed the authority
allowed by policy, and

WHEREAS, staff has negotiated the change order work, but estimates are above
the approved contingency limit set by Council at 10 percent or ($206,774), and

WHEREAS, the anticipated cost for the change order work is estimated to be 15.2
percent or ($315,188), and

WHEREAS, the total anticipated expenditures will be increased by $108,414 for
change orders and staff costs, and
WHEREAS, staff has reviewed all funding sources for the project and has determined that an additional $60,000 in budget is needed to fund construction, contingency, construction administration, and design support, and

WHEREAS, staff determined that there available Non-Motorized LTF funds available in Virginia Corridor Phase 7 Project #100813 that can be reduced to allow for additional funding from Fund 1520 for Project #100599 – TRRP Gateway Phase 2, and

WHEREAS, certain budgetary transactions are necessary as outlined in Attachment A in order to reduce project #100813 - Virginia Corridor Phase 7 and fully fund project #100599 - TRRP Gateway Phase 2.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2018-2019 Capital Improvement Program Budget for projects #100813 and #100599 and appropriating a transfer from LTF Non-Motorized Fund to fully fund the TRRP Gateway Phase 2 project in the amount of $60,000 as outlined in Attachment A.

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 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: 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
### Attachment A

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<tr>
<th>Project</th>
<th>Account</th>
<th>Current Budget</th>
<th>Increase/Decrease</th>
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RESOLUTION APPROVING AN INCREASE OF THE DIRECTOR OF UTILITIES AUTHORITY TO ISSUE CHANGE ORDERS ON THE DEL RIO TANK NO. 14, WELL NO. 68, AND PUMP STATION PROJECT FROM 8 PERCENT ($600,687) TO 35 PERCENT ($2,628,793) OF THE ORIGINAL CONSTRUCTION CONTRACT PRICE OF $7,510,835 WITH MOUNTAIN CASCADE INC., OF LIVERMORE, CA, AND INCREASING STAFF BUDGET FROM $312,913 TO $450,542

WHEREAS, on October 2, 2018, by Resolution No. 2018-432, Council approved a contract with Mountain Cascade Inc. (MCI) of Livermore, CA in the amount of $7,510,835 to construct the Del Rio Tank No.14, Well No. 68 & Pump Station Project, and

WHEREAS, the original amount authorized to the Director of Utilities to issue change orders was 8 percent ($600,867), and

WHEREAS, additional change order work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the administrative and field inspection costs associated with ensuring the additional change order work conforms to the City’s standards of construction and quality.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an increase in Director’s Authority to issue change orders for the Del Rio Tank No. 14, Well No. 68, and Pump Station Project 8 percent ($600,687) to 35 percent ($2,628,793) and increase staff budget from $312,913 to $450,542.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:    Councilmembers:   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 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $435,149 TO BE TRANSFERRED INTO THE PROJECT FROM WATER FUND CIP IN ORDER TO FULLY FUND THE CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE DEL RIO TANK NO. 14, WELL NO. 68, AND PUMP STATION PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $435,149, in order to fund construction, contingency, construction administration, design support during construction plus City staff support for the Del Rio Tank No. 14, Well No. 68, and Pump Station Project, and

WHEREAS, the Fiscal Year 2018-2019 Capital Improvement Program Budget must be amended as shown in Exhibit A, which is incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2018-2019 Capital Improvement Program 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 provisions of this resolution.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Kenoyer, who moved for its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

**NOES:** Councilmembers: None

**ABSENT:** Councilmembers: None

ATTEST:  

STEFANI LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:  

ADAM U. LINDGREN, City Attorney
EXHIBIT A

The purpose of this action is to amend the budget of Capital Improvement Program Project 100473 – Del Rio Water Tank in the amount of $435,149 to cover expenses associated with the Mountain Cascade Construction Contract and the required City staff time related to administering/managing the project.
RESOLUTION APPROVING A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM R (RESIDENTIAL) TO C (COMMERCIAL) FOR APPROXIMATELY 10.6 ACRES OF LAND SOUTH OF PELANDALE AVENUE AND WEST OF McHENRY AVENUE

WHEREAS, on March 5, 2019, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2014042081) for the Modesto Urban Area General Plan, and

WHEREAS, Douglas Family Trust has proposed a general plan amendment to change the designation from R (Residential) to C (Commercial) for approximately 10.6 acres of land south of Pelandale Avenue and west of McHenry Avenue, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto’s Community & Economic Development Department prepared a Negative Declaration EA/C&ED 2017-22 which analyzed whether the subsequent project may cause any significant effect on the environment, and

WHEREAS, in accordance with the CEQA Guidelines the 30-day public review period for the proposed Negative Declaration began on January 22, 2018, and ended on February 22, 2018, and

WHEREAS, the City received public comments on the Negative Declaration that did not warrant any amendments to the Negative Declaration and did not affect the document’s conclusion that the proposed project would have no significant impacts on the environment, and

WHEREAS, said matter was considered by the Planning Commission of the City of Modesto at a duly noticed public hearing which was held on March 18, 2019, and
wherein the Planning Commission considered the Negative Declaration and
recommended the City Council adopt the Negative Declaration, and

WHEREAS, said matter was considered by the City Council at a duly noticed
public hearing which was held on April 23, 2019, at 5:30 p.m., in the Tenth Street Place
Chambers located at 1010 Tenth Street, Modesto, California.

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

1. The Negative Declaration prepared for the proposed project shows there is
   no substantial evidence, in light of the whole record before the City, that
   the project may have significant environmental effects, and

2. The Negative Declaration, Environmental Assessment No. EA/C&ED
   2017-22 reflects the independent judgment of the lead agency.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the
Community & Economic Development Director is hereby authorized and directed to file
a notice of determination within five (5) business days with the Stanislaus County Clerk
pursuant to Section 21152 of the Public Resources Code.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Ridenour, who moved for its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: [Signature]

(STEPHANIE LOPEZ, City Clerk)

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
EXHIBIT A

Negative Declaration

EA/C&ED 2017-22
Negative Declaration
for the Wells Avenue General Plan Amendment
(GPA-17-002)
Environmental Assessment No. EA/C&ED 2017-22

Prepared for:
City of Modesto
P.O. Box 642
Modesto, CA 95353
Contact: Cindy van Empel, Senior Planner
(209) 577 5267

Prepared by
City of Modesto
Community & Economic Development Department
209/577-5267

January 17, 2018
CEQA Environmental Checklist

PROJECT DESCRIPTION AND BACKGROUND

Project Title: GPA-17-002, Wells Avenue General Plan Amendment
General Plan Amendment to change the general plan designation of approximately 12.3 acres of land from Residential (R) to Commercial (C).

Lead agency name and address:
City of Modesto, 1010 10th Street, Modesto, CA 95354

Contact person and phone number:
Cindy van Empel, Senior Planner, 209 577 5267

Project Location:
418 Wells Avenue; Modesto, Stanislaus County, CA
Assessor’s Parcel Numbers 046-005-002 (0.98 acres) and 046-005-003 (6.71 acres) and portions of 046-009-008, 046-005-022 and -023 for a total of approximately 12.3 acres.

Project applicant’s name and address:
Douglas Family Trust, 490 Moore Road, Woodside, CA 94062

General plan description:
The project site is currently designated by the General Plan as Residential (R).

Zoning:
The site is located in unincorporated Stanislaus County within Modesto’s Sphere of Influence, as shown on Figure 1, Vicinity Map, and is being rezoned Planned Development (P-D) with the use restricted to mini-storage and recreational vehicle parking.

Description of project (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):
Amendment of the Land Use Element of the City of Modesto’s General Plan from Residential (R) to Commercial (C), for approximately 12.3 acres of land, as shown on Figure 2.

The County of Stanislaus is processing a zone change on the subject site that would restrict development to a mini-storage and recreational vehicle storage facility. Any modifications to that zoning would require additional environmental review. There are no plans to annex the subject site to the City of Modesto; all development approvals on the property are expected to occur under the jurisdiction of the County of Stanislaus.

Surrounding land uses and setting (briefly describe the project’s surroundings):
NORTH: There is a mini-storage facility adjacent to the north of the subject site and a light industrial office park farther north across Pelandale Expressway.
SOUTH: A mobile home park lies adjacent to the south of the subject site and detached houses are located approximately 300 feet south of the site.
WEST: Property immediately to the west is vacant land designated Residential. Approximately 1,000 feet to the west of the site are detached houses.
**EAST**: Adjacent to the east is property that is currently vacant, but which will soon be occupied by a new car dealership. Farther east, across McHenry Avenue, is an existing auto dealership.

Other public agencies whose approval is required (e.g. permits, financial approval, or participation agreements):
None.
Figure 1:
Vicinity Map

Page 5 of 31
January 17, 2018
Figure 2:
Proposed General Plan Amendment from Residential (R) to Commercial (C)
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 5 for additional information.

|☐| Aesthetics | ☐| Agriculture and Forestry | ☐| Air Quality |
|☐| Biological Resources | ☐| Cultural Resources | ☐| Geology/Soils |
|☒| Greenhouse Gas Emissions | ☐| Hazards and Hazardous Materials | ☐| Hydrology/Water Quality |
|☒| Land Use/Planning | ☐| Mineral Resources | ☐| Noise |
|☐| Population/Housing | ☐| Public Services | ☐| Recreation |
|☐| Transportation/Traffic | ☐| Utilities/Service Systems | ☐| Mandatory Findings of Significance |

DETERMINATION:

On the basis of this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☒ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☒ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ I find that although the proposed project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: [Signature] Date: 1/17/2018

Printed Name: [Name]
EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR entries are required.

4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earliest Analyses,” as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a. Earlier Analysis Used. Identify and state where they are available for review.
   b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measure which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plan, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) The explanation of each issue should identify:
   a. the significance criteria or threshold, if any, used to evaluate each question; and
   b. the mitigation measure identified, if any, to reduce the impact to less and significance
The proposed project is the redevelopment of a commercial site within the Baseline Developed Area that is consistent with the 2008 Urban Area General Plan. This Negative Declaration references and uses information from the 2008 Urban Area General Plan MEIR (SCH#2007072023).

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

I. AESTHETICS: Would the project:

a) Have a substantial adverse effect on a scenic vista
   □ [ ] [ ] [ ] [x]

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway
   □ [ ] [ ] [x]

c) Substantially degrade the existing visual character or quality of the site and its surroundings?
   □ [ ] [ ] [x]

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
   □ [ ] [ ] [x]

Discussion

a) There are no scenic vistas in the vicinity of the proposed general plan amendment

b) There are no state scenic highways within the planning area

c) The site is in an undeveloped area within Modesto's Sphere of Influence, which has been expected to develop for some years. Development facilitated by this general plan amendment would be similar to development adjacent to the subject site and in the area, which is partially developed. Therefore, no significant impact will occur on the visual character of the area.

d) The project site is undeveloped, but is expected to be developed with urban uses, which will create light and glare consistent with urban development. As a result, impacts related to substantial new sources of light and glare are considered less than significant.

Resource

See pages V-19-1 to V-19-9 in the 2008 Modesto Urban Area General Plan Master EIR (MEIR)
II. AGRICULTURE AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? ☐ ☐ ☐ ☒

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? ☐ ☐ ☐ ☒

c) Conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? ☐ ☐ ☐ ☒

d) Result in the loss of forest land or conversion of forest land to non-forest use? ☐ ☐ ☐ ☒

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? ☐ ☐ ☐ ☒
Discussion

a) The project site is currently vacant and is designated Residential. No conversion of farmland to urban uses would occur.
b) The site is not used for agricultural purposes and there is no Williamson Act contract.
c) There is no forest land on the project site or anywhere within Modesto's Sphere of Influence.
d) See Item c above.
e) See Items a, b, and c above.

Resource

See pages V-4-1 to V-4-13 in the MEIR.
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

d) Expose sensitive receptors to substantial pollutant concentrations?

e) Create objectionable odors affecting a substantial number of people?

Discussion

a) The proposed general plan amendment affects a relatively small amount of land, 7.69 acres. The general plan shows approximately 1512 acres of land designated for Commercial use. If adopted this project would increase that to approximately 1525 acres of Commercial property, an increase of approximately 0.8 percent, which is not considered a substantial change. This change would not be expected to conflict with or obstruct the implementation of any air quality plan.

b) The County of Stanislaus is processing a zone change on the project site to restrict development to mini-storage and associated recreational vehicle storage. Any changes to that zone will require additional environmental review. Mini-storage would have a negligible effect on air quality because it is a low traffic generator. It is the responsibility of the County to solicit comments from other responsible agencies, such as the San Joaquin Valley Air Pollution District, to determine which air quality regulations, if any, must be applied to the project.

c) See Item b above.

d) See Item b above.

e) Changing the land use designation from Residential to Commercial would result in no objectionable odors.

Resource

See pages V-2-1 to V-2-29 in the MEIR.
IV. BIOLOGICAL RESOURCES: Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? 

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

e) Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance?

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Discussion

a) The project site is not a biologically sensitive site as defined by Figures V-7-1 of the MEIR. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were consulted in the production of the MEIR.

b) See Item a above

c) The site does not qualify as a federally protected wetland per Section 404 of the Clean Water Act

d) The movement of fish or birds or other wildlife would not be affected by the project.

e) There is no conflict with any local policies or ordinances protecting biological resources.

f) There is no conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.

Resource

See pages V-7-1 to V-7-31 in the MEIR
V. CULTURAL RESOURCES: Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b)</td>
<td>Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c)</td>
<td>Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d)</td>
<td>Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

Discussion

a) The project is consistent with the historical resource policies in the General Plan.
b) The project is consistent with the archaeological resource policies in the General Plan. The project was referred to the Native American Tribes for consultation and no concerns were indicated.
c) The proposed project would not affect a unique paleontological resource or site or a unique geologic feature.
d) The proposed project is not expected to disturb any human remains.

Resource

See pages V-8-1 to V-8-25 in the MEIR.
VI. GEOLOGY AND SOILS: Would the project:

   a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
   
   i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?
   
   ii) Strong seismic ground shaking?
   
   iii) Seismic-related ground failure, including liquefaction?
   
   iv) Landslides?
   
   b) Result in substantial soil erosion or the loss of topsoil?
   
   c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
   
   d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
   
   e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?
Discussion

a) No faults known to be active or zoned as active by the State of California under the Alquist-Priolo Act are within the Modesto planning area. The risk of fault rupture in Modesto is considered low and related impacts are identified as less than significant. The site is flat and thus has no potential to slide or to be affected by landslides.

b) The erosion hazard for soils in the Modesto planning area is generally considered slight. Activities required for construction have the potential to cause accelerated soil erosion. Standard City requirements are sufficient to avoid such erosion.

c) The project would not be located on soil that is unstable, or that would become unstable as a result of the project.

d) Information about the engineering properties of soils in Modesto is not readily available, but where soils are clay-rich, there may be some potential for expansive soils. Impacts related to the location of new development expansive soils would be assessed through the City's development review process and mitigated through conformance with the most recent UBC Standards.

e) City sewer is available for this project.

Resource

See pages V-17-1 to V-17-16 in the MEIR.
VII. GREENHOUSE GAS EMISSIONS: Would the project:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</thead>
<tbody>
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<td></td>
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</table>

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?  
☐ ☐ ☑ ☐

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?  
☐ ☐ ☐ ☒

Discussion

a) The General Plan Master EIR addresses potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The Master EIR determined that buildout of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change through the production of greenhouse gases. The Master EIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the general plan is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

b) The proposed project would not conflict with any applicable plan adopted for the purpose of reducing emissions of greenhouse gases

Resource

See pages V-21-1 to V-21-17 in the MEIR
VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b</td>
<td>Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c</td>
<td>Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d</td>
<td>Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e</td>
<td>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>f</td>
<td>For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>g</td>
<td>Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>h</td>
<td>Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>
Discussion

a) No impact would be expected to result from the redesignation of the property from Residential to Commercial; any impacts would be related to development of the project site. Should the subject property, which lies outside the corporate limits of the City of Modesto, be developed as a result of the proposed general plan amendment prior to its annexation to the City, the County of Stanislaus would be responsible for ensuring compliance with applicable federal, state, and local regulations pertaining to the handling, storage, disposal, and transport of hazardous or toxic materials or wastes.

b) See Item a above.

c) See Item a above.

d) The proposed site is not on the list of hazardous materials site.

e) The site is more than two miles from an airport.

f) The site is not within the vicinity of a private airstrip.

g) The proposed project would not interfere with any emergency response plan or evacuation plan.

h) No wild land is within the vicinity of the project site or within Modesto's Sphere of Influence.

Resource

See pages V-21-1 to V-21-19 in the MEIR.
<table>
<thead>
<tr>
<th>IX. HYDROLOGY AND WATER QUALITY: Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact with Mitigation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Violate any water quality standards or waste discharge requirements?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing and uses or planned uses for which permits have been granted)?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>f) Otherwise substantially degrade water quality?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or the 200-year flood hazard area or other flood hazard delineation map?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>j) Inundation by seiche, tsunami, or mudflow?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
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Discussion

a) The general plan amendment from Residential to Commercial would not cause a violation of any standards. Development that may occur as a result of the general plan amendment would be required by the County of Stanislaus to comply with water quality standards and waste discharge requirements.

b) Redesignating the project site from Residential to Commercial would have no direct effect on groundwater supplies or recharge. The amount of groundwater used and recharge ability are affected by the characteristics of development. However, water needs for development of a mini-storage facility, to which development on the site would be restricted, would be negligible and considerably less than residential development allowed under the existing residential general plan designation. Groundwater recharge would be affected by the amount of impervious surface on the site and by the manner in which runoff will be handled, which are details regulated by the County of Stanislaus, for development under its jurisdiction. No impacts are expected to occur as a result of the redesignation of the project site from Residential to Commercial.

c) In its undeveloped state, stormwater is allowed to stand on the site and infiltrate the soil and shallow groundwater naturally. Commercial sites typically have a higher percentage of pavement than do residential sites, so the amount of runoff would be expected to increase as compared to development that would occur with the Residential designation. Stanislaus County will require that storm water be retained on the site and allowed to percolate into the soil, in accordance with the City of Modesto's standards.

d) Any development that occurs will fall under the jurisdiction of the County of Stanislaus and will be subject to County regulations and oversight. Redesignating the property from Residential to Commercial would have no direct impact on site drainage or runoff.

e) The project drainage and runoff would be required to meet storm water drainage standards and requirements and would not be expected to result in substantial polluted runoff.

f) See item b above.

g) The project is not located within a 100-year floodplain or a 200-year floodplain and no related impacts would occur.

h) See item g above

i) See item g above

j) The City of Modesto is not subject to risks related to seiche or tsunami. Modesto is inland about 80 miles from the Pacific Ocean and has no large water bodies within its boundaries or nearby. The project site and the surrounding area is relatively flat is not subject to mudslides.

Resource

See pages V-9-1 to V-9-13 and V-10-1 to V-10-15 in the MEIR.
X. LAND USE AND PLANNING: Would the project:

a) Physically divide an established community?  

☐ Potentially Significant Impact  ☐ Less Than Significant Impact with Mitigation  ☐ Less Than Significant Impact  ☐ No Impact

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

☐ Potentially Significant Impact  ☐ Less Than Significant Impact with Mitigation  ☐ Less Than Significant Impact  ☐ No Impact

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

☐ Potentially Significant Impact  ☐ Less Than Significant Impact with Mitigation  ☐ Less Than Significant Impact  ☐ No Impact

Discussion

a) Development of Commercial uses on the subject site would not physically divide an established community. The project site lies near the edge of a residential area to the south that is physically separated from the site by the Hetch Hetchy pipeline right of way. To the north is an industrial area, on the north side of Peelandale Avenue. The site is northwest of an existing mobile home park that has no connections for cars, bicycles, or pedestrians to eas on the far side of the subject site.

b) The project does not conflict with the land use plan, policies and regulations of the City of Modesto designed to mitigate environmental impacts. However, the project is a general plan amendment that would increase the Commercial-designated land in the area and reduce the Residential-designated land in the area. An earlier proposal for residential development on the subject site would have resulted in the construction of market-rate, detached single family houses. There is no shortage of land for development of this type of housing in the general plan area.

c) The project does not conflict with applicable habitat conservation plans or natural community conservation plans, as there are none in Modesto or its Sphere of Influence.

Resource

See pages V-20-1 to V-20-21 in the MEIR
XI. MINERAL RESOURCES: Would the project:

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a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Discussion

a) The site is in an urban area and there are no known mineral resources in the urban area.
b) The site is not identified on any plan as a location with mineral resources.
XII. NOISE: Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? □ □ □ ☒

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? □ □ □ ☒

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? □ □ □ ☒

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? □ □ □ ☒

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? □ □ □ ☒

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? □ □ □ ☒

Discussion

a) The County of Stanislaus, which has jurisdiction over the subject site, is processing an application to raze the site such that the use would be restricted to mini-storage and recreational vehicle storage. Activity at such a facility is quiet and most mini-storage facilities are walled for security, further decreasing the amount of noise that might be audible from nearby residences. Any change to the raze that restricts development on the site to mini-storage and recreational vehicle storage would require additional environmental review.

b) See Item a above.

c) See Item a above.

d) See Item a above.

e) The project site is outside the area affected by the Modesto City-County Airport land use plan and would have no effect on people residing in the area affected by the airport land use plan.

f) The project is not within the vicinity of a private airstrip.

Resource

See pages V-3-1 to V-3-23 in the MEIR.
XIII. POPULATION AND HOUSING: Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Discussion

a) The project site is vacant with urban development nearby. Changing the land use designation on the 12.3-acre site from Residential to Commercial will not displace existing housing, but will reduce the sites available for new market rate housing in Modesto. The 2015 – 2023 Housing Element of Modesto’s general plan shows there is adequate land available for market-rate housing to serve the City’s needs.

b) The project site is vacant, therefore no residential development will be displaced

c) See Item b above.
XIV. PUBLIC SERVICES:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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Discussion

a) The proposed general plan amendment from Residential to Commercial would not result in the need for construction of new or significantly altered police and fire facilities. The County of Stanislaus is processing a zone change for the subject site that would restrict development to mini-storage and recreational vehicle storage. This use would result in no significant change in the need for fire, police, schools, parks, or other facilities, as compared to residential development that could occur under the existing Residential designation. In fact, impacts on facilities like schools and parks would be less if the site is developed as a mini-storage facility than if it is residential, because mini-storage does not increase the use of such public services. Comments were solicited from Modesto City Schools, which had no concerns with redesignating the site to Commercial.

Resource

See pages V-11-1 to V-11-12, V-1-12-1 to V-12-11, V-13-1 to V-13-8, and V-14-1 to V-14-11 in the MEIR.
XV. RECREATION:

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Discussion

a) The redesignation of the site from Residential to Commercial would eliminate any potential impacts on recreation facilities.

b) See Item a above.

Resource

See pages V-11-1 to V-11-12 in the MEIR
XVI. TRANSPORTATION/TRAFFIC: Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

e) Result in inadequate emergency access?

f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?
Discussion

a) The proposed general plan amendment from Residential to Commercial and rezoning by the County of Stanislaus to restrict development to mini-storage and recreational vehicle parking would result in no impact on circulation policies.

The existing Residential designation would generate approximately 0.77 AM peak hour trips per dwelling unit and approximately 1.02 PM peak hour trips per dwelling unit for single family detached development. If the property were developed with apartments, approximately 0.55 AM peak hour trips per dwelling unit and approximately 0.67 PM peak hour trips per dwelling unit would be generated.

Of the 12.3 acres proposed for redesignation, 7.69 acres are vacant. This property could be developed with 30 single family detached houses (R-1 zone) up to 219 apartments (R-3 zone). This would result in approximately 23 AM peak hour trips or 30 PM peak hour trips for single-family detached dwellings and approximately 120 AM peak hour trips or 146 PM peak hour trips for apartments.

By comparison, mini-storage is most heavily utilized during the weekend, while peak hour traffic occurs during weekdays. Mini-storage generates approximately 0.18 trips per 1,000 square feet of rentable area in the AM peak hour and 0.22 trips per 1,000 square feet of rentable area in the PM peak hour. Assuming that approximately 80,000 square feet of rentable area were constructed under the Commercial designation, development might result in approximately 14 AM peak hour trips and 17 peak hour trips. This is about two-thirds of the traffic expected to occur with single family residential development and about 12 percent of the traffic expected to occur with apartments. Therefore, peak hour traffic associated with the project would be less than that associated with the existing general plan designation.

b) Mini-storage generates less traffic than does residential development. The general plan amendment would not generate more than 100 peak hour trips in excess of what was evaluated by the General Plan Master EIR, the threshold for a traffic study. Any change to the zoning would require further environmental review.

c) See item a above.

d) The project would not impact air traffic patterns. It is more than two miles from the nearest airport (threshold for analysis in VIII Hazards and Hazardous Materials) and would have no effect on aircraft activity in or around the airport.

e) There would be no increase in traffic hazards associated with changing the land use designation from Residential to Commercial.

f) The Fire Department reviewed the project and did not identify any problems with emergency access.

g) The project would not conflict with any alternative transportation plan.

Resource

See pages V-1-1 to V-1-36 in the MEIR
**XVII. UTILITIES AND SERVICE SYSTEMS:** Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?  
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b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?  
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c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?  
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d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?  
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e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?  
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f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?  
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g) Comply with federal, state, and local statutes and regulations related to solid waste?  
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**Discussion**

a-g) The project is a general plan amendment on a site that lies outside the City’s corporate limits. Any entitlement on the site that may be received and processed by the County will be referred to City staff for comment. Utilities and services outside the corporate limits of Modesto are typically provided by the governing jurisdiction. However, there is a 10-inch water line located in Pelandale Avenue that would provide service to the site. A septic system would be used to address wastewater needs. Stanislaus County will require storm drainage be retained on the site, in accordance with the City of Modesto’s standards.

Any new development that occurs within the corporate limits of Modesto will be required to comply with all applicable federal, state, and local regulations and policies, including those related to wastewater, water supply, solid waste, and storm water. Additionally, the San Francisco Public Utilities Commission has indicated that all proposals involving the development or use of its right of way are subject to the agency’s project review process.

**Resource**

See pages V-5-1 to V-5-16, V-6-1 to V-6-12, V-9-1 to V-9-12, and V-15-1 to V-15-10 in the MDR.
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

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a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of possible future projects)?

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Discussion

a) As discussed in Section IV Biological Resources the project would not impact any wildlife habitat.
b) The project would not result in any significant cumulative impact beyond those identified in the General Plan Master EIR.
c) This document identifies that the project would have some environmental impact. Impacts resulting from the existing Residential land use designation such as impacts on the use of recreational facilities, schools, and on water supplies, would be reduced by changing the designation to Commercial. Impacts that might occur from the change to Commercial, such as those to traffic and air quality, would be minimal due to the County having rezoned the subject site to restrict development to mini-storage and recreational vehicle storage which has a very small impact on the environment. Any change to this zone would result in the need for further environmental review. Therefore, the impacts that may result from this project are less than significant.
RESOLUTION APPROVING AN AMENDMENT TO THE LAND USE
DIAGRAM OF THE MODESTO URBAN AREA GENERAL PLAN TO CHANGE
THE DESIGNATION FROM R (RESIDENTIAL) TO C (COMMERCIAL) FOR
APPROXIMATELY 10.6 ACRES OF LAND LOCATED SOUTH OF
PELANDALE AVENUE AND WEST OF MCHENRY AVENUE

WHEREAS, on March 5, 2019, the City Council of the City of Modesto certified
the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2014042081)
for the Modesto Urban Area General Plan, and

WHEREAS, a new General Plan for the City of Modesto entitled "City of
Modesto Urban Area General Plan", as recommended by the Modesto City Planning
Commission, was adopted by the Council of the City of Modesto by Resolution No. 95-
409 on August 15, 1995, and

WHEREAS, said General Plan has been amended by Modesto City Council
Resolution Nos. 95-584, 96-20, 96-338, 96-639, 97-3, 97-137, 97-158, 98-293, 99-162,
and 2019-109, copies of which are on file in the office of the City Clerk, and

WHEREAS, Government Code Section 65358 permits the amendment of general
plans by the legislative body, and

WHEREAS, Douglas Family Trust has applied for an amendment to the Modesto
Urban Area General Plan to change the designation from R (Residential) to C
(Commercial) for approximately 10.6 acres of land south of Pelandale Avenue and west
of McHenry Avenue, and
WHEREAS, the Community & Economic Development Department has analyzed the proposed amendment and concluded that there would be no significant impacts on the environment, and a Negative Declaration has been prepared for the proposed project, and

WHEREAS, on March 18, 2019, the Planning Commission held a duly noticed public hearing in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, relating to this proposed amendment to the Modesto Urban Area General Plan to change the designation on approximately 10.6 acres of land from R (Residential) to C (Commercial), and

WHEREAS, after said public hearing, the Planning Commission adopted Resolution No. 2019-09, recommending to the City Council an amendment to the Modesto Urban Area General Plan to change the designation on approximately 10.6 acres of land from R (Residential) to C (Commercial), and

WHEREAS, said matter was set for a public hearing of the City Council to be held on April 23, 2019, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which date and time said duly noticed public hearing of the Council was held for the purpose of receiving public comment on the proposed amendment to the Modesto Urban Area General Plan to change the designation on approximately 10.6 acres of land from R (Residential) to C (Commercial).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines that the proposed amendment to the Modesto Urban General Plan to as described in Exhibit “A”, attached hereto and incorporated herein by reference, is necessary to facilitate future commercial development of property identified
as Assessor’s Parcel Numbers 046-005-002 and 046-005-003, and portions of 046-009-008, 046-005-022 and 046-009-023..

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby adopts the proposed amendment to the Urban Area General Plan as described in Exhibit “A”, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community and Economic Development Department Director is hereby authorized and directed to forward certified copies of this resolution and said amendment to the Urban Area General Plan to the Board of Supervisors, and file a Notice of Determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Ridenour, who moved for its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: [Signature]

SEAL

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
EXHIBIT A

Current & Proposed General Plan Land Use Map
Proposed General Plan Amendment from Residential (R) to Commercial (C)
RESOLUTION APPROVING THE SPECIFIC PLAN REIMBURSEMENT FEE FOR THE TIVOLI SPECIFIC PLAN AREA

WHEREAS, on June 24, 2008 the Tivoli Specific Plan was adopted by the Modesto City Council by Ordinance 3479-C.S., and

WHEREAS, the Tivoli Specific Plan outlines a plan for the development of approximately 454 unincorporated acres located north of Sylvan Avenue, east of Oakdale Road, and west of Roselle, with the northern boundary to be the future expansion of Claratina Avenue from Oakdale Road to Roselle Avenue, and

WHEREAS, in October 1998 the City Council adopted a Specific Plan Reimbursement Fee Ordinance – Modesto Municipal Code Section 10.9.1101 – 10.9.1104, and

WHEREAS, the preparation of the Tivoli Specific Plan, preparation of a Facilities Master Plan, Infrastructure Finance Plan, and for the formation of a Community Facilities District was funded by Russell A. Newman, Professional Law Corporation, Tom Trombetta, an Individual and Sherry Trombetta, an Individual ("Applicant"), and

WHEREAS, Government Code Section 65456 allows the City Council, by resolution, to fix a specific plan fee to reimburse persons, including the City, for the cost of preparation, adoption, and administration of any Specific Plan that was prepared pursuant to state law requirements, and

WHEREAS, the repayment for expenses incurred in the connection with the project was outlined in the Amended Advanced Funding Agreement for the Tivoli Specific Plan Area by and between the City and the Applicant relating to advances made
and to be made by the Applicant to the City, and providing for the potential reimbursement to the Applicant if and when certain funds from the Tivoli CFD become available, and

WHEREAS, pursuant to Modesto Municipal Code Section 10.9.1102(a) of the Modesto Municipal Code, that the following three findings were made:

Finding No. 1:
That the cost for which the Specific Plan Fee is being assessed are reasonable and were necessarily incurred in the preparation, adoption and administration of the Specific Plan, including Environmental Review.

Analysis:
Total costs to be included in the fee include; Labor costs (city staff time), Printing costs, Mailing costs, and Environmental Review (EIR). The total amount is $2,661,494.50.

Finding No. 2:
That the Specific Plan fee defrays but does not exceed the actual cost of the services and/or expenses incurred in the preparation, adoption and administration of the Specific Plan.

Analysis:
The proposed fee would reimburse the total amount of $2,661,494.50 which does not exceed the costs of services.

Finding No. 3:
That the Specific Plan fee is being fairly prorated among the parcels included in the Specific Plan based on the relative benefit that each parcel has derived from
the Specific Plan based upon the savings resulting from reducing the cost of documenting environmental consequences and advocating changed land uses which may be authorized pursuant to the Specific Plan.

Analysis:

All thirty-five parcels receive direct benefit from the Specific Plan preparation and EIR; therefore, the costs have been prorated based on the net acreage of each property.

WHEREAS, pursuant to Modesto Municipal Code Section 10.9.1102(b), this resolution contains the following:

(1) An itemized list, together with a specific description, of the costs for which the Specific Plan fees are being assessed and the total amount of the assessment

(2) A description of the specific parcels of land which are benefitted and against which the fees are assessed

(3) A statement indicating the amount of the total assessment that is allocated against each parcel of property in the Specific Plan area and the method of allocation, including any exemptions or credits against the assessment

NOW, THEREFORE, BE IT by the Council of the City of Modesto that it hereby sets the proposed Specific Plan Reimbursement Fee for the Tivoli Specific Plan Area pursuant to the City’s Specific Plan Reimbursement Ordinance.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Zoslocki, who moved for its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDEGREN, City Attorney
RESOLUTION APPROVING A VOLUNTARY LAND DEDICATION PROGRAM FOR THE TIVOLI SPECIFIC PLAN AREA

WHEREAS, the City Council of the City of Modesto previously adopted the Tivoli Specific Plan in 2008, which covers approximately 454 acres of unincorporated Stanislaus County, adjacent to the north-eastern boundary of the City of Modesto (the “Specific Plan Area”); and

WHEREAS, the Tivoli Specific Plan is a comprehensive planning document for the development of the Specific Plan Area for its eventual annexation in the City of Modesto; and

WHEREAS, development of the Specific Plan Area will require the provision of public infrastructure and services, and the Tivoli Specific Plan includes plans to insure that public infrastructure is constructed in a timely and logical manner prior to or concurrent with development; and

WHEREAS, the Tivoli Specific Plan, and other related facilities plans, quantify the right-of-way or other public lands necessary to construct the “backbone” infrastructure for the Specific Plan Area; and

WHEREAS, property owners in the Specific Plan Area will be required to offer for dedication to the City certain lands for such infrastructure; and

WHEREAS, rising land values have triggered the need to consider and evaluate alternative methods for the City obtaining the public land needed to develop the Specific Plan Area, and the Tivoli Specific Plan anticipates the creation of a Volunteer Land Dedication Program (“VLDP”); and
WHEREAS, the City retained Economic & Planning Systems, Inc. to prepare the Tivoli Specific Plan Public Land Equalization Fee Program and Volunteer Land Dedication Plan (the “Plan”); and

WHEREAS, the purpose of the Land Equalization Fee Program is to equalize payment among property owners in the Specific Plan Area so that each owner has the same proportionate obligation to provide land for the backbone public infrastructure serving the Specific Plan Area and to provide the required nexus findings for the City to implement the Public Land Equalization Fee (“LEFP”); and

WHEREAS, property owners in the Specific Plan Area will be required to pay the LEFP prior to the development of their property; and

WHEREAS, the Plan identifies the total developable acreage in the Specific Plan Area and the amount of acreage necessary for the public infrastructure; and

WHEREAS, the Plan provides that the amount of the LEFP will be determined based on the value of the land required for the public infrastructure using a 3-year rolling average of land appraisals, and the initial appraisal will not be completed until the year in which the first final small lot map is anticipated to be recorded in the Specific Plan Area; and

WHEREAS, it is important to insure that public infrastructure is constructed in a timely and logical manner, and not piecemeal as individual properties develop and are required to pay the LEFP; and

WHEREAS, the purpose of the VLDP is to calculate the acreage that each property owner who develops property in Specific Plan Area is required to contribute for the public infrastructure serving the Specific Plan Area, and incentivize property owners
to dedicate such acreage to the City at the earliest possible date to insure the
infrastructure is construed in a timely manner; and

WHEREAS, the VDLP analyzes gross developable acreage and the amount of land
needed to develop the public infrastructure for the Specific Plan Area, creates a fair share
collection percentage, and provides a mechanism for equalizing the dedication
responsibilities across the Specific Plan Area; and

WHEREAS, under the proposed VLDP, property owners who, on or before the
last business day in 2019, offer the City an irrevocable offer of dedication of property on
which the public infrastructure can be developed will receive fee credits that can be used
to offset requirements under the Land Equalization Fee Program; and

WHEREAS, participation in the VLDP is entirely voluntary, and the opportunity
to participate in the VLDP will be available to all property owners within the Specific
Plan Area, subject to the requirements of the VLDP; and

WHEREAS, the City Council desires to adopt the Plan, including the VLDP, in
order to insure that public infrastructure for the Specific Plan Area is constructed in a
timely and logical manner prior to or concurrent with development, and that each
property owner has the same proportionate obligation to provide land for the backbone
public infrastructure serving the Specific Plan Area; and

WHEREAS, the City Council held a duly noticed public hearing to consider
adoption of the VLDP on April 23, 2019, at which time all interested persons had the
opportunity to be heard.
NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Modesto does hereby adopts a Voluntary Land Dedication Program:

1. ADOPTION OF PLAN. The Modesto Tivoli Specific Plan Public Land Equalization Fee Program and Volunteer Land Dedication Plan, attached hereto as Exhibit A, is hereby adopted. The City Council finds that this plan is consistent with the Tivoli Specific Plan, and necessary to administer and implement the Tivoli Specific Plan. There is a reasonable relationship and nexus between the Land Equalization Fee Program and the City’s need to acquire land on which public facilities will be constructed to serve the new residential and nonresidential development in the Specific Plan Area. The City Council finds and declares that the nexus findings set forth in Section 5 of the Plan are true and accurate, and hereby adopts such findings in accordance with the requirements of Government Code section 66000 et seq.

2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”).

This proposed Resolution is exempt from California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15061(b)(3) of the State CEQA Guidelines. Specifically, this Resolution will not result in a direct or reasonably foreseeable indirect physical change in the environment because it does not authorize the construction of any new large structures or other physical changes resulting in impacts to the environment. Although the Resolution anticipates the development of certain public infrastructure facilities, it does not authorize such facilities, and additional action by the City is necessary before such public infrastructure facilities are approved.

3. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other
provisions or applications of this Resolution which can be given effect without the
invalid provision or application, and to this end the provisions of this Resolution are
severable. This City Council declares that it would have adopted this Resolution
irrespective of the invalidity of any particular portion thereof and intends that the invalid
portions should be severed and the balance of the Resolution be enforced.

The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 23rd day of April, 2019, by Councilmember Ridenour,
who moved for its adoption, which motion being duly seconded by Councilmember
Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: [Signature]
        STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
    ADAM U. LINDGREN, City Attorney
EXHIBIT A
Final Report

Modesto Tivoli Specific Plan Public Land Equalization Fee Program and Volunteer Land Dedication Plan

Prepared for:
City of Modesto

Prepared by:
Economic & Planning Systems, Inc. (EPS)

April 2019
EPS #182101
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1. EXECUTIVE SUMMARY

Introduction

Economic & Planning Systems, Inc. (EPS) has prepared this Public Land Equalization Fee Program and Voluntary Land Dedication Plan at the request of the City of Modesto (City) and various property owners in the Tivoli Specific Plan (Specific Plan or Specific Plan Area). This document provides the required nexus findings for the City to implement the Public Land Equalization Fee (Fee, Fee Program, or LEFP).

Fee Program Overview

Purpose

The Fee is the mechanism identified in this Nexus Study to equalize payments among owners in the Specific Plan for their proportionate share of the Public Land requirement (as defined in this document). The purpose of the Fee is to ensure each developer pays the same proportionate obligation to the Public Land Requirement, subject to the procedures outlined in this Nexus Study.

Definitions

To aid in the understanding and administration of the Specific Plan Fee Program and Voluntary Land Dedication Plan, this document uses the following defined terms:

"Administration Fee" means the administration component of the Fee that will be collected to cover the City's cost of administering the Fee Program.

"City" means the City of Modesto.

"County" means the County of Stanislaus.

"Dedication" means the offer of Public Land to the City, through an Irrevocable Offer of Dedication (IOD), for Public Land required as a condition of development for properties within the boundaries of the Specific Plan.

"Developable Acreage" means land within the boundaries of the Specific Plan on which private development may take place and is composed of the gross acres of land area net of any land that would be required for major roadways and other public uses such as parks, open space, detention basins, sewer lift stations, etc.

"Fee" means the Public Land Equalization Fee.

"Fee Program or LEFP" means the City of Modesto Tivoli Specific Plan Public Land Equalization Fee Program.
“Fee Program Appraisal” means an appraisal of Public Land valuation prepared by an appraiser licensed by the State of California with the MAI designation. A Fee Program Appraisal will be commissioned by the City.

“Fee Program Reimbursement” means a cash reimbursement that would be owed to a property owner from Fee Program revenues only. Fee Program Reimbursement may be effectuated when a property owner has an executed Fee Program Reimbursement Agreement with the City and when Fee Program revenues are available.

“IOD” means Irrevocable Offer of Dedication, where a property owner would grant the offer of dedication to the City for Public Land.

“LEFP Fee Credits” means the fee credits that may be used to offset a property owner’s Public Land obligation to the Fee Program. LEFP Fee Credits may be earned when a property owner offers the City an IOD for Public Land and has an executed LEFP Fee Credit Agreement with the City.

“Nexus Study” means this Fee Program Nexus Study as may be amended periodically by the City.

“Off-Site Land” means for any property owner, land that is not within the ownership of such property owner regardless of whether it is within or outside the Specific Plan Area boundaries.

“Public Land” means land identified by the City, through the Specific Plan entitlement and subsequent processing of additional entitlements for private development, required by the City to accommodate roadways or other public facilities required for all new private development within the Specific Plan Area boundaries. Most, if not all, Public Land is anticipated to be within the Specific Plan Area boundaries. As determined by the City, Public Land also may be outside the Specific Plan Area boundaries.

“Public Land Requirement” means a property owner’s proportional obligation to Public Land as determined through this Nexus Study.

“Specific Plan or Specific Plan Area” means the Tivoli Specific Plan. In this document, the term Specific Plan generally is used to refer to the physical area of the Specific Plan in which the City has entitled land uses for potential future development. In some circumstances, the document also may refer to the actual Specific Plan document that was approved by the City.

“VLDP” means the Fee Program Voluntary Land Dedication Plan. As described herein, the Voluntary Land Dedication Plan is voluntary for any Specific Plan property owner, and property owners may elect to participate in the Voluntary Land Dedication Plan through the final business day of calendar year 2019.

**VLDP Overview**

Property owners within the boundaries of the Specific Plan Area recognize that for development to occur, the City will require dedication of several Public Land areas needed for roadways and other public facilities, such as drainage basin land. To facilitate orderly development and to provide an incentive for any Specific Plan property owner who wishes to participate, the City has elected to implement the VLDP as part of the Public Facility Fee Program.
The purpose of the VLDP would be to incentivize Specific Plan property owners to dedicate (offer an IOD to the City) Public Land on their respective property at the earliest possible date. Participation in the VLDP is entirely voluntary, and the opportunity to participate in the VLDP will be available to all Specific Plan property owners who execute an IOD and deliver the same to the City and enter into a VLDP Fee Credit Agreement with the City on or before the last business day in calendar year 2019. IODs which are executed and delivered to the City after this time period shall NOT be eligible for LEFP Fee Credits; however, such Public Land dedications would be eligible for reimbursement from the Fee Program, subject to the prioritizations of reimbursements described in this document.

**Fee Program Administration**

The City will administer the Fee Program, and the cost of City Fee Program administration should be covered by the Administrative portion of the fee. City administration will entail ongoing monitoring of the Fee Program, including updates and adjustments to the Fee Program as may be required. The City will also administer preparation of the annual appraisal used for the Public Land value. As part of its administrative duties, the City will conduct annual and 5-year Fee Program reviews consistent with the requirements of California Government Code Section 66000 et seq.
2. **SPECIFIC PLAN LAND USES**

**Project Land Uses**

The Specific Plan includes a combination of planned residential and nonresidential development on approximately 345 developable acres.

*Table 1* summarizes the Specific Plan land uses. Residential land uses are anticipated to comprise approximately 264 acres with residential densities ranging between 2.5 units per acre and 21 units per acre. The project is entitled for a minimum of 1,855 and a maximum of 3,241 single-family dwelling units. Because the exact unit count does not change the fees calculated in this analysis, this analysis is based on the assumption approximately 2,500 residential units may be completed.

Nonresidential uses comprise approximately 82 developable acres with 80.5 acres zoned for a mix of neighborhood-serving, regional-serving, and general commercial uses and 1.6 acres zoned for professional office.

The Specific Plan also included approximately 23 acres of already developed existing residential land uses along with approximately 6 acres of neighborhood commercial uses and 0.8 acres of professional office. Please refer to *Figures 1, 2, and 3* for the Specific Plan context, land uses, and the planned street hierarchy.

**Developable Acreage of Specific Plan Land Uses**

The term “Developable Acreage” refers to the land on which private development may take place and is composed of the gross acres of land area net of any land that would be required for major roadways and other public uses such as parks, open space, detention basins, sewer lift stations, etc. Developable Acreage, as defined in this report, is important as it is the basis on which the proportional obligation to Specific Plan Public Land is apportioned. *Table A-1* in *Appendix A*, includes each parcel within the boundaries of the Specific Plan by Stanislaus County Assessor's Parcel, excluding the existing uses, and the estimated developable acres for each parcel. *Table A-1* also calculates each Assessor's Parcel's percentage of total estimated Developable Acreage within the boundaries of the Specific Plan, again excluding existing uses.
Table 1
Tivoli Specific Plan Public Land Equalization Fee Program
Specific Plan Summary

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Density Residential</td>
<td>10.0</td>
<td>2.5</td>
<td>25</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Low Density Residential</td>
<td>165.2</td>
<td>6.0</td>
<td>991</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>46.3</td>
<td>13.0</td>
<td>602</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Medium High Density Residential</td>
<td>42.0</td>
<td>21.0</td>
<td>882</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal - Residential</td>
<td>263.5</td>
<td>-</td>
<td>2,500</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Non-Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial [3]</td>
<td>80.5</td>
<td>-</td>
<td>-</td>
<td>0.29</td>
<td>1,004,186</td>
</tr>
<tr>
<td>Professional Office [4]</td>
<td>1.6</td>
<td>-</td>
<td>-</td>
<td>0.30</td>
<td>21,363</td>
</tr>
<tr>
<td>Subtotal - Non-Residential</td>
<td>82.1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,025,549</td>
</tr>
<tr>
<td>Total</td>
<td>345.6</td>
<td>-</td>
<td>2,500</td>
<td>-</td>
<td>1,025,549</td>
</tr>
</tbody>
</table>

Source: Tivoli Specific Plan.

[1] Acreage excludes the acreage of local roads and other public uses.
[2] The Specific Plan allows for a minimum of 1,855 and a maximum of 3,241 units in total. An estimated 2,500 units were assumed for this analysis.
[3] The acreage, building square feet, and employment figures do not include 6.0 acres of existing neighborhood commercial development.
[4] The acreage, building square feet, and employment figures do not include 10,000 square feet of existing professional office development.
Figure 1
Context and Setting Project Location
FIGURE 3

LEGEND

- EXPRESSWAY WEST OF OAKDALE ROAD
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL RESIDENTIAL
- POTENTIAL BUS TURNOUTS
- ROUNDABOUTS

NOTES:

THIS IS A CONCEPTUAL PLAN. ACTUAL DESIGN AND SIZE OF LINES AND FACILITIES WILL BE DETERMINED BY THE FACILITIES MASTER PLAN (FMP)

TIVOLI SPECIFIC PLAN
MODESTO, CALIFORNIA

STREET HIERARCHY DIAGRAM
AMENDED 2016

CREDIT: O'DELL ENGINEERING, DAHLIN GROUP
3. **PUBLIC LAND EQUALIZATION FEE PROGRAM**

**Purpose**
As a condition of Specific Plan approval, the City has or will require Specific Plan property owners to offer for dedication to the City certain lands for roadways or other public facilities. Throughout this document, these lands will be defined as “Public Land” or “Public Lands.” Table B-1 in Appendix B contains the land areas within the boundaries of the Specific Plan identified as Public Land. Map 1 illustrates the Public Land areas included in the Fee Program. Specifically, the Specific Plan document identified the following areas as being Public Land for purposes of this study:

- Roadway right of way.
- Drainage basin/park land.

The Fee is the mechanism included in this study to equalize payments among owners in the Specific Plan for their proportionate share of the Public Land requirement. The City also has indicated that the number of Public Land acres will not change with a reduction in the number of units that might be entitled or developed in the Specific Plan Area, nor will offers to dedicate additional Public Land be credited against an owner’s Public Land requirement. The purpose of the Fee is to ensure each developer pays the same proportionate obligation to the Public Land Requirement subject to the procedures outlined in this Nexus Study.

**Public Land Definition, Requirement, and Determination**

**Public Land Definition**
Measurements and calculation of Public Land shall be based on land square footage, rounded to the nearest land square foot. Once determined in land square footage, such measurements will be converted to acres, rounded to the nearest one-thousandth of an acre. Table 2 shows the Public Land by facility. Developable Acreage for a developable parcel will be measured by the physical acreage of the parcel excluding all areas associated with major backbone roadways and other backbone infrastructure and public facilities (e.g., parks and open space).

A developable parcel’s Developable Acreage will include acreage associated with any internal subdivision roads. For purposes of the Fee, net acreage and land square footage shall equal the area measured from the property line where a public facility abuts a private property parcel and measured from the back of the curb where a street is adjacent to a public facility.

**Public Land Dedication to City**
For any Specific Plan property owner, the City has required the property owners to provide IODs for all Public Land identified in this Nexus Study that is to be provided to the City as a condition of Specific Plan approval. The City will require IODs be provided to the City no later than before
Table 2  
Tivoli Specific Plan Public Land Equalization Fee Program  
Public Land - By Facility

<table>
<thead>
<tr>
<th>Item</th>
<th>Land Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interior Roadways</strong></td>
<td></td>
</tr>
<tr>
<td>A St: Claratina to B St</td>
<td>40,365</td>
</tr>
<tr>
<td>A St: B to Bridgewood</td>
<td>100,832</td>
</tr>
<tr>
<td>Aria: Bridgewood to Sylvan</td>
<td>109,556</td>
</tr>
<tr>
<td>Aria: Roselle to Bridgewood</td>
<td>203,098</td>
</tr>
<tr>
<td>Bridgewood Way: Oakdale - Aria</td>
<td>173,421</td>
</tr>
<tr>
<td><strong>Subtotal Interior Roadways</strong></td>
<td>627,272</td>
</tr>
<tr>
<td><strong>Exterior Roadways</strong></td>
<td></td>
</tr>
<tr>
<td>Claratina Ave: Oakdale to D St</td>
<td>290,950</td>
</tr>
<tr>
<td>Claratina Ave: D St to Roselle</td>
<td>67,769</td>
</tr>
<tr>
<td>Roselle Ave: Claratina to Sylvan</td>
<td>122,080</td>
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<tr>
<td>Oakdale Rd: Claratina to Sylvan</td>
<td>152,051</td>
</tr>
<tr>
<td>Sylvan: Oakdale to Roselle</td>
<td>56,806</td>
</tr>
<tr>
<td><strong>Subtotal Exterior Roadways</strong></td>
<td>689,666</td>
</tr>
<tr>
<td><strong>Central Basin/Park</strong></td>
<td>783,962</td>
</tr>
<tr>
<td><strong>Total All Public Facility Land</strong></td>
<td>2,100,890</td>
</tr>
</tbody>
</table>

Source: City of Modesto

Prepared by EPS 4/4/2019
a final small lot map would be considered by the City Council for single-family residential properties. For multifamily or nonresidential properties, an IOD shall be offered to the City prior to the issuance of the first building permit for a multifamily or nonresidential use on a parcel. A copy of the City's IOD form is included as Appendix C to this document.

As described in detail in the next chapter, this Nexus Study includes a VLDP through which property owners may offer the City IODs before the development triggers identified above. Although unknown at this time, the City also may require one or more property owners to offer an IOD for Public Land that may be physically located outside of the Specific Plan Area. In such circumstances, this Nexus Study should be updated to include any additional Off-Site Land that may be required for development in the Specific Plan.

Public Land Requirement

This Nexus Study identifies the Public Land Requirement factor based on the total amount of Public Land required as compared to the total amount of Developable Acreage in the Specific Plan Area. Table 3 provides the Public Land required for all Specific Plan development that is used to calculate the Public Land Requirement factor, as described below. As the Community Development Department processes small lot tentative maps, final small lot subdivision maps, design review applications, or final development plan review, the amount of Developable Acreage or Public Land may need to be refined. In such circumstances, the Director of Community and Economic Development may request the Fee Program be updated to reflect updated information.

Public Land Requirement Allocation

The total amount of required Public Land is allocated to all developable Specific Plan land uses based on each developable parcel's Developable Acreage. In this manner, each Developable Acre that may accommodate private residential or nonresidential development is equally allocated its proportionate share of the Specific Plan Public Land Requirement. Table B-1 in Appendix B shows the Public Land Requirement for each property owner by County Assessor's Parcel at the time this Nexus Study was prepared. Each County Assessor's Parcel is shown in Map 1 in Appendix B. Assignment of the Public Land required by Assessor's Parcel will make administration of the Fee easier.

Final Determination of Public Land Requirement Shall Be Done at Small Lot Tentative Subdivision Map for Single-Family Development and at Design Review for Multifamily or Nonresidential Development

Using the methods described above, as a condition of approval on a small lot tentative subdivision map, such tentative map shall include assignment of the Public Land Requirement for the property owner's Assessor's Parcels included in such tentative map. Determination of the Public Land Requirement for multifamily or nonresidential development projects shall be completed and included in the conditions of approval on a final development plan for a multifamily or nonresidential project.

Determination of LEFP Fee Credit—Public Land Dedicated to the City

Under certain circumstances, the City may grant credits against the Fee. Circumstances under which fee credits would be granted involve the VLDP as described in Chapter 4.
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<th>Source</th>
<th>Formula</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Plan Developable Acreage</td>
<td>Table A-1</td>
<td>( a )</td>
<td>415.97</td>
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<tr>
<td>Estimated Specific Plan Public Land</td>
<td>Table B-1</td>
<td>( b )</td>
<td>48.23</td>
</tr>
<tr>
<td>Public Land Requirement Factor</td>
<td></td>
<td>( \frac{c}{b/a} )</td>
<td>0.1159</td>
</tr>
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</table>

Source: City of Modesto and Tivoli Specific Plan
Valuation of Public Land

The value of Public Land will be determined by a Fee Program Appraisal completed by a certified appraiser chosen by the City. As described below, the Public Land valuation will use a 3-year rolling average value, which will help to mitigate for the potential to have significant land value variations resulting from year-to-year changes in the real estate market. The Fee Program Appraisal shall be completed to determine the weighted average value per net acre of all vacant residential land in the Specific Plan, assuming the property was otherwise developable as residential and had an approved final small lot subdivision map for the land use called out in the existing Specific Plan document. The weighted average value will take account of varying vacant residential land use densities and shall not include or be based on the value of any nonresidential development. The appraised value would take into consideration all required adjustments for applicable Specific Plan-wide Community Facilities District (CFD) and Assessment District obligations, as well as development impact fees and other development cost burdens.

The initial Fee Program Appraisal shall be completed in the year in which the first final small lot map is anticipated to be recorded in the Specific Plan Area. The cost of the initial appraisal and anticipated annual Fee Administration for the year in which the VLDP IODs are granted or the year in which the first final small lot map is recorded shall be advanced by one or more property owners, whichever is earlier. Any such advanced costs would be creditable against the Administration Fee component, as defined in this Nexus Study.

Thereafter, the appraisal may be updated, or a new appraisal may be prepared, as deemed appropriate by the City, to arrive at the Public Land valuation for that given calendar year. The resulting weighted average unit value, expressed per net acre, for that calendar year then would be averaged with the estimates from the prior 2 years to generate a 3-year average land value. For LEFP Fee Credits or for final small lot maps recorded within 1 to 2 years of recordation of the first final small lot map in the Specific Plan Area, the Public Land valuation will be based on an average of available land valuation data. In other words, if an appraisal has been completed for 2 consecutive years at the time a final small lot map is recorded, the valuation will be based on the average of those two years. If data for only 1 year are available, that appraisal value will be the basis for the Public Land valuation. Please see Table 4 for an example of this rolling average concept. Any property owner in the Specific Plan Area requesting review and adjustment of the Fee, other than a request to the City to perform the annual adjustment as provided above, shall be responsible for the costs, including appraisal costs by a certified appraiser chosen by the City and staff time associated with review and adjustment of such fee, and such costs shall be paid to the City before commencement of the work. This Nexus Study includes a placeholder Public Land valuation of $150,000 per acre.
**LEFP Fee**

Based on the Public Land Requirement Factor and placeholder Public Land valuation, the table below shows the LEFP Fee (in 2019 $). The LEFP Fee will be updated once the Public Land valuation is established with the first appraisal.

**LEFP Fee per Developable Acre (2019 $)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Land Requirement Factor per Acre</td>
<td>a</td>
<td>0.1159</td>
</tr>
<tr>
<td>PLACEHOLDER Public Land Value</td>
<td>b</td>
<td>$150,000</td>
</tr>
<tr>
<td>LEFP Fee per Acre (2019 $)</td>
<td>c = a x b</td>
<td>$17,391.93</td>
</tr>
</tbody>
</table>

*LEFPfee*
<table>
<thead>
<tr>
<th>Item</th>
<th>Assessed Value [1]</th>
<th>Valuation Used</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$150,000</td>
<td>$150,000</td>
<td>Year 1 value</td>
</tr>
<tr>
<td>Year 2</td>
<td>$155,000</td>
<td>$152,500</td>
<td>Rolling average years 1 and 2</td>
</tr>
<tr>
<td>Year 3</td>
<td>$160,000</td>
<td>$155,000</td>
<td>Rolling average years 1 through 3</td>
</tr>
<tr>
<td>Year 4</td>
<td>$165,000</td>
<td>$160,000</td>
<td>Rolling average years 2 through 4</td>
</tr>
<tr>
<td>Year 5</td>
<td>$170,000</td>
<td>$165,000</td>
<td>Rolling average years 3 through 5</td>
</tr>
</tbody>
</table>

Source: EPS.

[1] PLACEHOLDER VALUE FOR EXAMPLE PURPOSES ONLY.
4. **Volunteer Land Dedication Plan**

Property owners in the Specific Plan Area recognize that for development to occur, the City will require dedication of several Public Land areas needed for roadways and other public facilities, such as drainage basin land. To facilitate orderly development and to provide an incentive for any Specific Plan property owner who wishes to participate, the City has elected to implement the VLDP as part of the Public Facility Fee Program.

**VLDP**

The purpose of the VLDP would be to incentivize Specific Plan property owners to dedicate (offer an IOD to the City) Public Land on their respective property at the earliest possible date. Participation in the VLDP is entirely voluntary, and the opportunity to participate in the VLDP will be available to all Specific Plan property owners who execute an IOD and deliver the same to the City and enter into a VLDP Fee Credit Agreement with the City on or before the last business day in calendar year 2019. IODs which are executed and delivered to the City after this time period shall NOT be eligible for LEFP Fee Credits; however, such Public Land dedications would be eligible for reimbursement from the Fee Program, subject to the prioritizations of reimbursements described in this document.

**LEFP Fee Credits for IODs through the VLDP**

The incentive for a property owner to participate in the VLDP is that Public Land dedicated through the VLDP will be eligible to be used as a fee credit against the Fee. LEFP Fee Credits will be personal to the property owner that earned the fee credits through IOD of Public Land to the City. LEFP Fee Credits may be used against the Fee, may be transferred, or may be sold. LEFP Fee Credits are created when a property owner has an executed LEFP Fee Credit Agreement with the City. Please refer to Appendix D for the LEFP Fee Credit/Reimbursement Agreement Template.

**Valuation of LEFP Fee Credits**

As described in the prior chapter, an annual appraisal will be completed for the LEFP, and the resulting land value will be used to update the 3-year rolling average land value. The valuation of land offered via IOD through the VLDP will be established at the time the IOD is granted and a LEFP Fee Credit Agreement is executed between the property owner and the City. As described below, the value of LEFP Fee Credits will be adjusted to keep pace with land value changes until such time as the LEFP Fee Credits are used to offset the Fee.

**LEFP Fee Credits Applied to the Fee**

When LEFP Fee Credits are being applied to offset the Fee, the calendar month in which the LEFP Fee Credits were earned is immaterial. Any lawful owner of LEFP Fee Credits may apply such LEFP Fee Credits to offset the Fee. LEFP Fee Credits may be applied on a final small lot map basis, until such LEFP Fee Credits are exhausted. Payment of the Fee will begin with the first final small lot map for which LEFP Fee Credits are not available or will not
provide enough credits for the entire final small lot. LEFP Fee Credits also may be used to offset the Fee for multifamily or nonresidential development projects. For these properties, LEFP Fee Credits must be applied when the payment is triggered for these property types.

**Unused LEFP Fee Credits**

Any unused LEFP Fee Credits earned through the VLDP shall have a priority for reimbursement from Fee revenues as compared to Fee Program-owned reimbursements earned after the VLDP has ended. Reimbursement priority for unused LEFP Fee Credits will be established using the calendar month in which the LEFP Fee Credits were earned through an executed LEFP Fee Credit agreement with the City. As an example, a LEFP Fee Credit agreement executed in February 2019 would have priority over a LEFP Fee Credit agreement executed in May 2019. Any LEFP Fee Credit agreements executed in the same calendar month shall have equal priority, and reimbursements in such cases shall be made prorata to the owner of each agreement based on the percentage of Public Land dedicated in one agreement as compared to all other agreements with the same calendar month priority. For example, if two agreements had the same calendar month priority and one agreement dedicated 2 acres of land and the second agreement dedicated 3 acres of land, then reimbursements would be 40 percent to the first agreement and 60 percent to the second agreement.

**Adjustments to LEFP Fee Credits**

Each year, the City will update the value of any outstanding, unused LEFP Fee Credits using the percentage change in appraised value, either the single year as compared to the prior year in the case of the first two appraisal updates, and by the 3-year rolling average when enough years have passed. For example, in year 2, if the land value has increased by 3 percent, then the City would adjust outstanding LEFP Fee Credits from the prior year by 3 percent. In the fifth year of the program, the updated appraisal in year 5 would result in an updated 3-year rolling average appraisal for that year. That 3-year rolling average, in year 5, would be compared to the 3-year rolling average in year 4 to derive the percentage adjustment to outstanding LEFP Fee Credits.

In this manner, the value of outstanding LEFP Fee Credits will keep in lock step with the latest land valuation and the Fee.

**LEFP Fee Credit Examples**

By way of illustrating how the LEFP Fee Credits would be implemented and administered, this section provides examples of how a property owner may use LEFP Fee Credits. For simplicity and consistency, all examples are based on the assumption of a single-family developer as the property owner and developer. The chart below shows the amount of Public Land that has been accepted by the City (via IOD) for purposes of the examples illustrated below and indicates whether the Public Land dedication has created LEFP Fee Credits.
## Table 1—Example Distributions of LEFP Fee Credits

<table>
<thead>
<tr>
<th>Item</th>
<th>#1</th>
<th>#2</th>
<th>#3</th>
<th>#4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dedicated Public Land (acreage)</td>
<td>2.000</td>
<td>1.000</td>
<td>2.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Public Land Valuation [1]</td>
<td>$300,000</td>
<td>$150,000</td>
<td>$300,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>LEFP Fee Credits through VLDP?</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

[1] Based on PLACEHOLDER valuation of $150,000 per acre.

Also, for purposes of these examples, the Administration Fee is assumed to be a flat rate of $5,000. This amount is a placeholder for example purposes and will be updated by the City.

### Example #1—VLDP Participant Where VLDP Credits Exceed Public Land Requirement

Table 5 illustrates the circumstance where a property has LEFP Fee Credits and the acreage in LEFP Fee Credits exceeds the Public Land Requirement for the property owner. In Example #1, the property owner is assumed to possess 2.0 acres ($300,000 in 2019 $) of LEFP Fee Credits. This example is based on the assumption the property owner would be developing their property in two separate final small lot subdivision maps of equal size (approximately 4.32 acres each). For final map #1, the property owner is required to pay, or use LEFP Fee Credits, for their Public Land Requirement of 0.5 acres ($75,000) with the first final map. In this example, the property owner applies $75,000 of LEFP Fee Credits against the obligation, and the only fee due for final map #1 is the Administration Fee.

Similarly, for the second final map of equal size, the property owner has a remaining LEFP Fee Credit balance of $225,000 (original $300,000 less $75,000 used) and uses another $75,000 to offset the Public Land Requirement for final map #2. Again, the only fee due for final map #2 is the Administration Fee. At the end of this example, the property owner still possesses $150,000 of LEFP Fee Credits that can be used on other property, sold to another property owner, or reimbursed through this program in the applicable priority order.

### Example #2—VLDP Participant where Public Land Requirement Exceeds LEFP Fee Credits

Table 6 illustrates the circumstance where a property has LEFP Fee Credits, and the Public Land Requirement for this property owner exceeds their LEFP Fee Credits. In Example #2, the property owner is assumed to possess $150,000 of LEFP Fee Credits. This example is based on the assumption the property owner would be developing their property in three separate final small lot subdivision maps of equal size (approximately 4.32 acres each). For final map #1, the property owner is required to pay, or use LEFP Fee Credits, for their Public Land Requirement of $75,000 with the first final map. In this example, the property owner applies $75,000 of LEFP Fee Credits against the obligation, and the only fee due for final map #1 is the Administration Fee.
### Table 5
**Tivoli Specific Plan Public Land Equalization Fee Program**

**Use of LEFP Fee Credits - Example #1**

<table>
<thead>
<tr>
<th>Item</th>
<th>Public Land Requirement</th>
<th>Public Land Equalization Fee Due</th>
<th>LEFP Credit Application / Balance</th>
<th>Net Public Land Equalization Fee Due</th>
<th>Admin. Fee Due</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Final Map #1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Land Requirement</td>
<td>0.500</td>
<td>$75,000</td>
<td>($75,000)</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending Balance</strong></td>
<td></td>
<td>$650,000</td>
<td>$300,000</td>
<td>$0</td>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

| **Final Map #2**          |                         |                                 |                                   |                                     |                |       |
| Developable Acreage       | 4.315                   |                                 |                                   |                                     |                |       |
| Public Land Requirement   | 0.500                   | $75,000                         | ($75,000)                         | $0                                  |                | $0    |
| Subtotal LEFP Credit Balance |                        |                                 |                                   |                                     |                |       |
| Administration Fee [3]    | $5,000                  |                                 |                                   |                                     |                |       |
| **Subtotal**              |                         |                                 |                                   |                                     |                |       |
| **Total**                 |                         | $150,000                        | $0                                | $10,000                             |                | $10,000|

**Source:** Tivoli Specific Plan

1. The only way to use offset the LEFP is through credits obtained through a LEFP Fee Credit Agreement or acquisition of LEFP Fee Credits.
2. Placeholder public land value for example purposes only until the first appraisal is completed.
3. Administrative fee will be a flat rate per final map of $5,000.00

**Prepared by EPS 4/4/2019**
Table 6
Tivoli Specific Plan Public Land Equalization Fee Program
Use of LEFP Fee Credits - Example #2

<table>
<thead>
<tr>
<th>Item</th>
<th>Public Land Requirement</th>
<th>Public Land Equalization Fee Due</th>
<th>LEFP Credit Application / Balance</th>
<th>Net Public Land Equalization Fee Due</th>
<th>Admin. Fee Due</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[1]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Beginning Balance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Map #1</td>
<td></td>
<td></td>
<td>$150,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Land Requirement</td>
<td>0.500</td>
<td>$75,000</td>
<td>($75,000)</td>
<td>$0</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
<td>-</td>
<td>$75,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$0</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Final Map #2</td>
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<td></td>
<td>[1]</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Land Required</td>
<td>0.500</td>
<td>$75,000</td>
<td>($75,000)</td>
<td>$0</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
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<td>$0</td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Final Map #3</td>
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<td></td>
<td>[1]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Land Required</td>
<td>0.500</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
<td>-</td>
<td>$75,000</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
<td>-</td>
<td>$0</td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
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<tr>
<td>Subtotal</td>
<td></td>
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<td>$75,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$0</td>
<td>$75,000</td>
<td>$15,000</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

Source: Tivoli Specific Plan

[1] The only way to use offset the LEFP is through credits obtained through a LEFP Fee Credit Agreement or acquisition of LEFP Fee Credits.
Assumes Public Land Dedication of: 1.00 acres resulting in $150,000 = Public Land Value

[2] Placeholder public land value for example purposes only until the first appraisal is completed.

[3] Administrative fee will be a flat rate per final map of $5,000,000.
Similarly, for the second final map of equal size, the property owner has a remaining LEFP Fee Credit balance of $75,000 (original $150,000 less $75,000 used) and uses another $75,000 to offset the Public Land Requirement for final map #2. Again, the only fee due for final map #2 is the Administration Fee.

Finally, for the third final map, the property owner is out of LEFP Fee Credits. Consequently, the $75,000 Public Land Requirement for this third final map would be required to be paid. The example shows $75,000 (0.5 acres multiplied by the placeholder Public Land Value to derive the Fee of $75,000 due). That amount with the applicable Administration Fee would be due for this third final map. At the end of this example, the property owner no longer has any LEFP Fee Credits.

**Examples Where No LEFP Fee Credits Exist**

Because participation in the VLDP portion of this Fee Program is not mandatory, there may be circumstances where a property owner does not have any LEFP Fee Credits. The following two examples are provided to illustrate these circumstances.

**Example #3—Non-VLD Participant Where Public Land Dedication Exceeds Public Land Requirement**

Table 7 illustrates Example #3. For ease of understanding, this example uses the same acreage assumptions as Example #1. The difference between the two examples is the lack of LEFP Fee Credits. Before the property owner could obtain final map #1, the property owner would be required to pay $75,000 in Public Land Requirement for that final map, plus the Administration Fee. Before the property owner could obtain final map #2, the property owner would be required to pay $75,000 in Public Land Requirement for that final map, plus the Administration Fee. In this example, the total payments by the property owner would equal $160,000 for both final maps.

Then, subject to the reimbursement priority described in this Fee Program, the property owner would be in line to receive a future reimbursement for the value of the 2 acres of Public Land they dedicated as required by the City ($300,000 in this example).

**Example #4—Non-VLD Participant Where Public Land Requirement Exceeds Public Land Dedication**

Table 8 illustrates Example #4. For ease of understanding, this example uses the same acreage assumptions as Example #2. The difference between the two examples is the lack of LEFP Fee Credits. Before the property owner could obtain final map #1, the property owner would be required to pay $75,000 in Public Land Requirement for that final map, plus the Administration Fee. Before the property owner could obtain final map #2, the property owner would be required to pay $75,000 in Public Land Requirement for that final map, plus the Administration Fee. Before the property owner could obtain final map #3, the property owner would be required to pay $75,000 in Public Land Requirement for that final map, plus the Administration Fee. In this example, the total payments by the property owner would equal $240,000 for the three final maps.
### Example 3:
Public Land Requirement -
No LEFP Fee Credits

<table>
<thead>
<tr>
<th>Item</th>
<th>Public Land Requirement</th>
<th>Public Land Equalization Fee Due</th>
<th>LEFP Credit Application / Balance [1]</th>
<th>Net Public Land Equalization Fee Due</th>
<th>Admin. Fee Due</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PL Req. Factor</td>
<td>PL Value [2]</td>
<td>Beginning Balance</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Final Map #1</td>
<td>0.1159</td>
<td>$150,000</td>
<td>$0</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
</tr>
<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
</tr>
<tr>
<td>Public Land Required</td>
<td>0.500</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
<td></td>
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<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>Administration Fee [3]</td>
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<td></td>
<td>$0</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Subtotal</td>
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<td>$80,000</td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developable Acreage</td>
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<td>$0</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
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<tr>
<td>Public Land Required</td>
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<td>$0</td>
<td>$0</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
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<td></td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Administration Fee [3]</td>
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<td></td>
<td>$0</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$75,000</td>
<td>$5,000</td>
<td>$80,000</td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$0</td>
<td>$150,000</td>
<td>$19,000</td>
<td>$160,000</td>
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</tr>
</tbody>
</table>

**Future Public Land Equalization Fee Program Reimbursement**

- Public Land Dedicated: 2,000 acres
- Public Land Value [2]: $150,000
- Fee Program Reimbursement [4]: $300,000

**Source:** Tivoli Specific Plan

---

[1] LEFP Fee Credits are not available in this example.

[2] Placeholder public land value for example purposes only until the first appraisal is completed.

[3] Administrative fee will be a flat rate per final map of $5,000.00

[4] Subject to adjustment as the Public Land Value is updated and subject to reimbursement priority as described in the Fee Program.
Table 8
Tivoli Specific Plan Public Land Equalization Fee Program
Use of LEFP Fee Credits - Example #4

<table>
<thead>
<tr>
<th>Item</th>
<th>Public Land Requirement</th>
<th>Public Land Equalization Fee Due</th>
<th>LEFP Credit Application / Balance</th>
<th>Net Public Land Equalization Fee Due</th>
<th>Admin. Fee Due</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[1] Beginning Balance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
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<td></td>
<td></td>
<td>$0</td>
<td></td>
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</tr>
<tr>
<td>Developable Acreage</td>
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<td>$0</td>
<td>$75,000</td>
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<td>$75,000</td>
</tr>
<tr>
<td>Public Land Required</td>
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<td>$0</td>
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</tr>
<tr>
<td>Subtotal LEFP Credit Balance</td>
<td>-</td>
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<td>$0</td>
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<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
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<tr>
<td>Subtotal</td>
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<td></td>
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<td>$0</td>
<td>$75,000</td>
<td></td>
<td>$75,000</td>
</tr>
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<td>Public Land Required</td>
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<tr>
<td>Subtotal LEFP Credit Balance</td>
<td>-</td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Developable Acreage</td>
<td>4.315</td>
<td>$75,000</td>
<td>$0</td>
<td>$75,000</td>
<td></td>
<td>$75,000</td>
</tr>
<tr>
<td>Public Land Required</td>
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<tr>
<td>Subtotal LEFP Credit Balance</td>
<td>-</td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee [3]</td>
<td>$5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Subtotal</td>
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<td>$5,000</td>
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<td>$80,000</td>
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<tr>
<td>Total</td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Future Public Land Equalization Fee Program Reimbursement</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Land Dedicated</td>
<td>1,000 acres</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Public Land Value [2]</td>
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<tr>
<td>Fee Program Reimbursement [4]</td>
<td>$150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Source: Tivoli Specific Plan

[1] LEFP Fee Credits are not available in this example.
[2] Placeholder public land value for example purposes only until the first appraisal is completed.
[3] Administrative fee will be a flat rate per final map of $5,000.00
[4] Subject to adjustment as the Public Land Value is updated and subject to reimbursement priority as described in the Fee Program.
Then, subject to the reimbursement priority described in this Fee Program, the property owner would be in line to receive a future reimbursement for the value of the 1 acre of Public Land they dedicated as required by the City ($150,000 in this example).

**No Other Fee Credits**

The intent of the Fee Program and VLDP is that fee credits would be earned only through the VLDP. Once the VLDP period has expired, there are no other means of earning fee credits to offset the Fee, with one exception. The only exception is that the City will consider granting fee credits to any Specific Plan property owner who must acquire Off-Site Land that is outside such owner's ownership interests. In such circumstances, when such Off-Site Land is acquired and dedicated to the City, the City may permit fee credits for that land to offset the Fee.
5. **NEXUS FINDINGS**

**Authority**

This report has been prepared to establish the Fee Program in accordance with the procedural guidelines established in Assembly Bill (AB) 1600, which is codified in California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."¹ Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

**Summary of Nexus Findings**

The development impact fee to be collected for each land use is calculated based on the proportionate share of the total facility use each land use represents. With this approach, the following findings are made regarding each Fee Program component.

**Public Land Equalization Fee**

**Purpose of Fee**

The purpose of the Fee is to fund the acquisition of land on which City public facilities (roadways and storm drainage detention basins/park facilities) would be constructed to serve new residential and nonresidential development in the Specific Plan Area. Public land on which new public facilities would be constructed was identified in the Specific Plan document for the Specific Plan Area.

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Use of Fees

The Fee will be used to fund land acquisition of Public Land required by the City for new development in the Specific Plan Area.

Reasonable Relationship Between Use of Fees and Type of Development

The development of new residential and nonresidential land uses in the Specific Plan Area will generate additional demand for Public Land on which public facilities will be constructed. The proposed Fee will be used to acquire land for public facilities at the levels required to meet the demand created by new residential and nonresidential development.

A reasonable relationship therefore exists between the use of the Fee and the residential and nonresidential development on which the Fee is imposed because the Fee will be used to fund acquisition of land on which new public facilities will be constructed.

Reasonable Relationship Between Need for Facility and Type of Project

Each new residential and nonresidential development project will add to the incremental need for City public facilities, and each new project will benefit from the new public facility capacity in proportion to their estimated use of such facilities.

A reasonable relationship therefore exists between the need for new City Public Land and new residential and nonresidential projects on which the Fee is imposed because the specific Public Lands are necessary to accommodate new Specific Plan residents and employees that will use facilities constructed on the Public Lands.

Reasonable Relationship Between Amount of Fees and Cost of or Portion of Facility Attributed to Development on Which Fee Is Imposed

Construction of the new public facilities (on Public Land) will serve new residential and nonresidential development in the Specific Plan Area. The cost of the land to be funded by new Specific Plan development is allocated to all benefiting developable acres proportionally such that each new developable acre of land in the Specific Plan Area demands Public Land proportionally to another developable acre of land. The result is a maximum justifiable fee for each new residential unit or for each 1,000 square feet of new nonresidential development that reflects the relative impact toward the costs of Public Land.

A reasonable relationship therefore exists between the amount of the Fee and the cost of acquiring Public Land attributed to the residential and nonresidential development on which the Fee is imposed because the cost is calculated based on the demand generated by all new Developable Acreage, both residential and nonresidential, proportionally for all new developable acres in the Specific Plan Area.

Administration Fee Component

The Administration Fee component of the Fee helps offset City costs associated with Fee Program administration and implementation, consisting of credit and reimbursement agreement negotiations and implementation, credit and reimbursement tracking, annual reporting
requirements, periodic updates to the Nexus Study, and other related costs. Collection and implementation of the Fee is reliant on funding from the Administration Fee component.

Fee Program administration costs also may include City-advanced or other party-advanced costs that may have been provided to establish the LEFP, to fund the initial appraisal, and to fund the LEFP Fee Credit Agreements. Once established, the Administration Fee component will be collected as a flat fee with the processing of each final small lot map, or would be due before issuance of a building permit in the case of multifamily or nonresidential development. Costs for the Administration Fee component therefore are based on the Fee, and associated nexus findings for the Administration Fee are established by the nexus findings for it as outlined above.
6. **PUBLIC LAND EQUALIZATION FEE ADMINISTRATION**

The proposed Fee is anticipated to be adopted by the City through a fee ordinance approved by the City Council authorizing collection of the Fee. The Fee is anticipated to become effective 60 days after City approval of the fee ordinance.

**Dedication of Required Public Land**

The City shall require all Specific Plan owners offer an IOD for required Public Land before recordation of a final small lot subdivision map for single-family development and before issuance of the first building permit for multifamily and nonresidential development on a parcel. If the IOD is offered within the time period of the VLDP and the City and property owner enter into a LEFP Fee Credit agreement, the dedication of land would create LEFP Fee Credits that may be used to offset the Fee.

**Reimbursement for Dedicated Public Land**

If the land dedication does not result in LEFP Fee Credits, the property owner would be eligible to receive reimbursement for the Public Land dedicated. The value of reimbursement will be documented in a Fee Program Reimbursement Agreement executed between the property owner and the City. The Fee Program Reimbursement Agreement would document the value of the Public Land reimbursement by multiplying the amount of Public Land dedicated, as measured to the nearest thousandth of an acre, by the applicable Public Land value for the calendar year in which the Public Land dedication is accepted by the City and the Fee Program Reimbursement Agreement is executed. Please refer to Appendix E for a copy of the LEFP Reimbursement Agreement Template.

Fee Program reimbursements are an obligation of the Fee Program only and will be paid for by City collection of Fee Program revenues, when available. Fee Program reimbursements are not an obligation of the City's General Fund or any other operating or reserve funds.

Fee Program reimbursements will be paid semi-annually by the City in September and in February, based on Fee Program revenues collected from January 1 through June 30 of the prior one-half of a City Fiscal Year and between July 1 and December 31 of the prior calendar (first half of a fiscal year). For example, Fee Program reimbursements paid in September 2022 would be based on Fee Program revenues collected by the City between January 1, 2021, and June 30, 2022.

**Adjustments to the Reimbursement Amount**

Each year, the City will update the value of any outstanding reimbursements using the percentage change in appraised value, either the single year as compared to the prior year in the case of the first two appraisal updates, and by the 3-year rolling average when enough years have passed. For example, in year 2 if the land value has increased by 3 percent, then the City would adjust outstanding reimbursement amounts from the prior year by 3 percent. In the fifth
year of the program, the updated appraisal in year 5 would result in an updated 3-year rolling average appraisal for that year. That 3-year rolling average, in year 5, would be compared to the 3-year rolling average in year 4 to derive the percentage adjustment to outstanding Public Land reimbursement amounts.

In this manner, the value of outstanding Public Land reimbursements will keep in lock step with the latest land valuation and the Fee.

**Reimbursement Priority**

Reimbursements will be paid to property owners who have an executed agreement with the City entitling them to reimbursements. Reimbursements shall be subject to the following priority order. Each of these priority orders is described in more detail with examples below:

1. Unused LEFP Fee Credits
2. Fee Program Reimbursements

**Unused LEFP Fee Credits**

A property owner who is holding unused LEFP Fee Credits may elect to receive, but is not required to receive, Fee Program reimbursements when such reimbursements may be available from the Fee Program. When Fee Program revenues are available for reimbursements, the City will offer first right of refusal for Fee Program reimbursement to each holder of unused LEFP Fee Credits to accept reimbursement to retire unused LEFP Fee Credits. Such offers to holders of unused LEFP Fee Credits shall be based on the priority order of LEFP Fee Credit holders. For example, the holder of LEFP Fee Credits with the oldest calendar month agreement shall be offered reimbursement first, followed by the second oldest calendar month, etc.

As described earlier, any unused LEFP Fee Credits earned through the VLDP shall have a priority for reimbursement from Fee revenues as compared to Fee Program reimbursements earned after the VLDP has ended or otherwise not eligible for LEFP Fee Credits. Reimbursement priority for unused LEFP Fee Credits will be established using the calendar month in which the LEFP Fee Credits were earned through an executed LEFP Fee Credit agreement with the City. As an example, a LEFP Fee Credit agreement executed in February 2019 would have priority over a LEFP Fee Credit agreement executed in May 2019. Any LEFP Fee Credit agreements executed in the same calendar month shall have equal priority, and reimbursements in such cases shall be made prorata to the owner of each agreement based on the percentage of Public Land dedicated in one agreement as compared to all other agreements with the same calendar month priority. For example, if two agreements had the same calendar month priority and one agreement dedicated 2 acres of land and the second agreement dedicated 3 acres of land, then reimbursements would be 40 percent to the first agreement and 60 percent to the second agreement.

**Fee Program Reimbursements**

Fee Program reimbursements would be generated when a property owner offers Public Land for dedication to the City (through an IOD) and has obtained an executed Fee Program Reimbursement Agreement between the property owner and the City AFTER the VLDP has ended. Also, at any time, Fee Program reimbursements would be earned if a property owner...
offered one or more IODs that were executed and delivered to the City to satisfy a condition of approval on a tentative subdivision map or prior to building permit, for multifamily and nonresidential uses. In such circumstances, when documented in an executed Fee Program Reimbursement Agreement, these Public Land dedications shall also only be eligible for Fee Program reimbursements and would NOT be eligible for LEFP Fee Credits for those dedications.

Priority order for Fee Program reimbursements shall be established using the calendar month in which the Fee Program reimbursement was earned through an executed Fee Program Reimbursement Agreement with the City. As an example, a Fee Program Reimbursement Agreement executed in February 2019 would have priority over a Fee Program Reimbursement Agreement executed in May 2019. Any Fee Program Reimbursement Agreements executed in the same calendar month shall have equal priority, and reimbursements in such cases shall be made prorata to the owner of each agreement based on the percentage of Public Land dedicated in one agreement as compared to all other agreements with the same calendar month priority. For example, if two agreements had the same calendar month priority and one agreement dedicated 2 acres of land and the second agreement dedicated 3 acres of land, then reimbursements would be 40 percent to the first agreement and 60 percent to the second agreement.

**Fee Payment Basis and Fee Calculation**

The Fee shall be collected on a per Developable Acreage basis as described in this Nexus Study.

**Fee Calculation**

For any given final small lot map for single-family residential development or before building permit for multifamily or nonresidential development, the Fee shall be calculated using the following steps:

1. Identify the Developable Acreage associated with the final small lot map pending City Council consideration or the Developable Acreage associated with the parcel or parcels on which a multifamily or nonresidential project may proceed with a building permit.

2. Multiply the Developable Acreage identified in Step 1 above by the Public Land Requirement Factor in this Nexus Study to identify the Public Land Requirement for the subject property. The Public Land Requirement shall be expressed on an acreage basis with the acres rounded to the nearest thousandth of an acre.

3. Multiply the Public Land Requirement by the then-applicable Public Land Value per acre to derive the Fee for the subject property.

4. Where LEFP Fee Credits may be used, subtract from the Fee determined in Step 3 any LEFP Fee Credits applicable for use by the property owner. If LEFP Fee Credits do not apply, then proceed to Step 6.

5. If the Fee exceeds available LEFP Fee Credits, collect the Fee at the applicable triggers as described below.
6. The amount calculated in either Step 3, Step 4, or Step 5 as appropriate, shall be payable before recordation of the final small lot map for single-family development and shall be payable at issuance of the first building permit for development on a multifamily or nonresidential parcel. Although the first building permit on a multifamily or nonresidential parcel may not represent use of the entire parcel, full payment for that multifamily or nonresidential parcel's obligation will be due at issuance of the first building permit on such parcel.

7. The Fee shall be payable to the City. The City shall use payments for reimbursement for acquisition of Public Land from dedication by Specific Plan property owners. Payments for outstanding reimbursements will be subject to priority order as described in this Nexus Study.

**Timing of the Fee**

The Fee shall be due before recordation of each final small lot map, subject to available LEFP Fee Credits that may be available via participation in the VLDP feature of this program (conditions for LEFP Fee Credits are described in more detail in Chapter 5). Any property owner who has dedicated Specific Plan Public Land to the City while the VLDP is valid or otherwise has acquired LEFP Fee Credits may subsequently use LEFP Fee Credits, on a final small lot map by final small lot map basis, until such LEFP Fee Credits are exhausted. Payment of the Fee will begin with the first final small lot map for which LEFP Fee Credits are not available or will not provide credits for the entire Developable Acreage in the final small lot map. The Fee shall be owed only for those units included in each final small lot map and shall not be paid in advance for any units included in a future final small lot map.

For multifamily or nonresidential development, the Fee shall be payable at issuance of the first building permit for a building on a multifamily or nonresidential parcel. As an example, a 10-acre nonresidential parcel may have a first building permit for a building that will occupy only 4 acres of the entire 10-acre parcel. In this circumstance, at issuance of that first building permit, the Fee for the entire 10-acre nonresidential parcel shall be payable.

**Fee Requirement**

Because the Fee is allocated to all developable properties on a Developable Acreage basis and because the Fee will be collected based on acreage, there shall be no consideration given to whether a parcel of land is yielding greater or fewer planned residential units or nonresidential building square feet as compared to that permitted through the Specific Plan entitlement. The City will determine a property owner's Fee by first applying the Public Land dedication factor to the Developable Acres in a development project's final small lot subdivision map.

**Administration Fee**

The Administration Fee constitutes an additional amount of the total costs to be collected by the City (currently shown as a placeholder of $5,000 per final small lot map). The Administration Fee will be collected to fund the administration, oversight, implementation, and updates of the
Fee Program. The Administration Fee will include adequate funding to cover all City costs, including those of outside consultants, to form and administer the Fee Program.

The Administration Fee shall be paid at the same time as the Fee is due. LEFP Fee Credits may not be applied to offset the Administration Fee.

The only circumstance where a property owner may be entitled to a reimbursement from or credit against the Administration Fee is if that property owner advance-funded the appraisal costs for the Fee or otherwise advance-funded early Fee Program costs before adequate Administration Fee revenue had been collected by the City. In such cases, the amount of cost eligible for reimbursement shall be identified in a separate Administration Fee Reimbursement Agreement.

Finally, adjustments to the Administration Fee may be made as determined by the City, subject to the approval of the Finance Director, to provide continued and ongoing administration of the Fee Program.

Fee Program Adjustments, Updates, and Reviews

The Fee will be subject to annual adjustments as the updated Public Land appraisal is completed. In addition, the Fee is subject to the need for periodic updates and a 5-year review requirement. The purpose of each update is described in this section.

Periodic Fee Updates

After Fee adoption, the Fee would be subject to periodic updates based on changes in the amount of Public Land required or other changes in the data on which the Fee is based. During periodic updates, the City will analyze these items:

- Changes in the number of Developable Acres in the Specific Plan Area.
- Changes in the amount of Public Land required by the City for the Specific Plan Area.
- Changes in other funding sources, if applicable to Public Land acquisition costs.
- Changes in the cost to update or administer the fee.

Five-Year Review

Fees will be collected from new development in the Specific Plan Area immediately; use of these funds, however, may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, the City is required to make all the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
Identify all sources and amounts of funding anticipated to complete financing of incomplete facility improvements.

Designate the approximate dates on which the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

The City must refund the unexpended or uncommitted revenue portion of the Fee for which a need could not be demonstrated in the above findings, unless the administrative costs exceed the amount of the refund.

Annual Reporting

The Mitigation Fee Act requires that a fee-collecting entity account for every fee they collect under its terms. Funds collected for each capital facility or service shall be deposited in separate accounts and not commingled with any other funds for other impact fees. While funds are accruing for individual capital facilities, the entity must keep track of each fund and provide an annual report. If the entity fails to accurately account for the collected fees, the entity can be required to refund the fees.

Within 180 days after the last day of the fiscal year, the City must make available the following information:

- A brief description of the type of fee in each account of fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of fees collected and the interest earned.
- An identification of each public improvement on which fees were expended and the amount of each expenditure.
- An identification of the approximate date by which the construction of the public improvement will commence.
- A description of any interfund transfer or loan and the public improvement on which the transferred funds will be expended.
- The amount of refunds made and any allocation of unexpended fees that are not refunded.

At the next regularly scheduled public meeting no fewer than 15 days after making the above information available to the public, the City must review the information provided.
APPENDICES:

Appendix A: Specific Plan Parcels
Appendix B: Specific Plan Public Lands
Appendix C: Irrevocable Offer of Dedication of Fee Interest Form
Appendix D: Voluntary Land Dedication Plan Credit/Reimbursement Agreement Template
Appendix E: Public Land Equalization Fee Program Reimbursement Agreement Template
APPENDIX A:

Specific Plan Parcels

Table A-1  Estimated Developable Acreage by Specific Plan Parcel (2 pages) ........................................A-1
Table A-1
Tvoll Specific Plan Public Land Equalization Fee Program
Estimated Developable Acreage by Participating Specific Plan Parcel [1]

<table>
<thead>
<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>083-003-017</td>
<td>2421 MABLE AVE</td>
<td>MHDR-5 and LDR-13</td>
<td>ALVES PROPERTIES ET AL</td>
<td>28.15</td>
<td>6.29%</td>
</tr>
</tbody>
</table>

Arcadia Development
<table>
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<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
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<tr>
<td>083-004-076</td>
<td>0 MCREYNOLDS AVE</td>
<td>MDR-3 and MDR-2</td>
<td>ARCADIA DEVELOPMENT CO INC</td>
<td>19.49</td>
<td>4.69%</td>
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<tr>
<td>083-004-083</td>
<td>0 MCREYNOLDS AVE</td>
<td>MDR-3 and MDR-2</td>
<td>ARCADIA DEVELOPMENT CO INC</td>
<td>9.85</td>
<td>2.37%</td>
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<td>Total</td>
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<td></td>
<td></td>
<td>29.34</td>
</tr>
</tbody>
</table>

Bacchus Vineyards
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<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>083-003-016</td>
<td>0 MABLE AVE</td>
<td>RSC-1</td>
<td>BACCHUS VINEYARDS</td>
<td>19.03</td>
<td>4.57%</td>
</tr>
<tr>
<td>083-003-015</td>
<td>0 MABLE AVE</td>
<td>RSC-1</td>
<td>BACCHUS VINEYARDS</td>
<td>17.44</td>
<td>4.19%</td>
</tr>
<tr>
<td>083-003-014</td>
<td>4000 OAKDALE RD</td>
<td>RSC-1</td>
<td>BACCHUS VINEYARDS</td>
<td>15.02</td>
<td>3.33%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>52.39</td>
</tr>
</tbody>
</table>

Burchinal John C & Carole A Trs
<table>
<thead>
<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>083-004-070</td>
<td>2809 SYLVAN AVE</td>
<td>LDR-7</td>
<td>BURCHINAL JOHN C &amp; CAROLE A TRS</td>
<td>1.65</td>
<td>0.40%</td>
</tr>
<tr>
<td>083-004-073</td>
<td>2849 SYLVAN AVE</td>
<td>LDR-7</td>
<td>BURCHINAL JOHN C TRS &amp; BURCHINAL CAROLE A</td>
<td>1.25</td>
<td>0.32%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3.00</td>
</tr>
</tbody>
</table>

MVE INC
<table>
<thead>
<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>083-004-059</td>
<td>3725 ROSELLE AVE</td>
<td>MDR-1</td>
<td>MVE INC</td>
<td>4.63</td>
<td>1.11%</td>
</tr>
<tr>
<td>083-004-080</td>
<td>3700 MCREYNOLDS AVE</td>
<td>MDR-1</td>
<td>MVE INC</td>
<td>4.78</td>
<td>1.15%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9.41</td>
</tr>
</tbody>
</table>
Table A-1
Tivoli Specific Plan Public Land Equalization Fee Program
Estimated Developable Acreage by Participating Specific Plan Parcel [1]

<table>
<thead>
<tr>
<th>APN 9/1/16</th>
<th>Property Address</th>
<th>Land Use</th>
<th>Owner</th>
<th>Developable Acreage</th>
<th>Percentage of Developable Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>083-004-057</td>
<td>0 OAKDALE RD</td>
<td>RSC-2, VLDR-2, MHDR-3</td>
<td>PANTALEO FARMS LLC</td>
<td>19.95</td>
<td>4.80%</td>
</tr>
<tr>
<td>083-004-048</td>
<td>2519 SYLVAN AVE</td>
<td>LDR-9</td>
<td>PICKREL JACK L &amp; ARLISS A TRS</td>
<td>17.67</td>
<td>4.25%</td>
</tr>
<tr>
<td>083-005-016</td>
<td>2313 SYLVAN AVE</td>
<td>LDR-11, MHDR 4</td>
<td>PRICE BROADCASTING COMPANY</td>
<td>9.67</td>
<td>2.32%</td>
</tr>
<tr>
<td>083-004-047</td>
<td>3739 ROSELLE AVE</td>
<td>MDR-1</td>
<td>RUSANNA F ET AL TRS</td>
<td>10.18</td>
<td>2.45%</td>
</tr>
<tr>
<td>083-004-008</td>
<td>3621 ROSELLE AVE</td>
<td>LDR-7</td>
<td>RORABAUGH LEONARD O TRS &amp; RORABAUGH LAVINA M</td>
<td>8.54</td>
<td>2.05%</td>
</tr>
<tr>
<td>083-004-072</td>
<td>3554 MC REYNOLDS AVE</td>
<td>LDR-7</td>
<td>SHOOK ERNEST ET AL</td>
<td>3.05</td>
<td>0.73%</td>
</tr>
<tr>
<td>083-004-568</td>
<td>2801 SYLVAN AVE</td>
<td>LDR-9</td>
<td>SNOW PROPERTIES ET AL</td>
<td>37.92</td>
<td>9.12%</td>
</tr>
<tr>
<td>083-004-037</td>
<td>2545 SYLVAN AVE</td>
<td>LDR-9</td>
<td>SYLVAN IMPROVEMENT CLUB</td>
<td>0.77</td>
<td>0.19%</td>
</tr>
<tr>
<td>Trombetta</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>083-003-003</td>
<td>4123 ROSELLE AVE</td>
<td>Park, MHDR-1, LDR-1, LDR-2, NC-1, LDR-14, LDR-3</td>
<td>TROMBETTA PROPERTIES LLC ET AL</td>
<td>79.34</td>
<td>19.07%</td>
</tr>
<tr>
<td>083-004-086</td>
<td>3941 ROSELLE AVE</td>
<td>NC-2</td>
<td>TROMBETTA PROPERTIES LLC ET AL</td>
<td>1.81</td>
<td>0.44%</td>
</tr>
<tr>
<td>083-004-087</td>
<td>0 ROSELLE AVE</td>
<td>LDR-4 and MHDR-2</td>
<td>TROMBETTA PROPERTIES LLC ET AL</td>
<td>15.81</td>
<td>3.82%</td>
</tr>
<tr>
<td>083-004-085</td>
<td>3943 ROSELLE AVE</td>
<td>NC-2</td>
<td>TROMBETTA THOMAS LEON TR ET AL</td>
<td>1.00</td>
<td>0.24%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>98.06</td>
<td>23.57%</td>
</tr>
<tr>
<td>083-004-063</td>
<td>2401 SYLVAN AVE</td>
<td>LDR-10</td>
<td>VILLAGE LAND MANAGEMENT LLC</td>
<td>4.90</td>
<td>1.18%</td>
</tr>
<tr>
<td>Total Dedication Amount</td>
<td></td>
<td></td>
<td></td>
<td>415.37</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Source: City of Modesto and Tivoli Specific Plan property owners.

[1] The City has excluded certain parcels that are not anticipated to move forward with development. If they do decide to develop, they may be subject to the fee.
## APPENDIX B:

### Specific Plan Public Lands

<table>
<thead>
<tr>
<th>Table B-1</th>
<th>Estimated Public Land Dedication by Specific Plan Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B-1</td>
</tr>
<tr>
<td>Acreage</td>
<td>Property Address</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
</tr>
<tr>
<td>18.34</td>
<td>3252 SYLVAN AVE</td>
</tr>
<tr>
<td>15.76</td>
<td>3271 SYLVAN AVE</td>
</tr>
<tr>
<td>12.06</td>
<td>3273 SYLVAN AVE</td>
</tr>
<tr>
<td>9.46</td>
<td>3274 SYLVAN AVE</td>
</tr>
<tr>
<td>8.30</td>
<td>3275 SYLVAN AVE</td>
</tr>
</tbody>
</table>

*Note: Table data indicates the distribution of land use values across different properties.*
APPENDIX C:
Irrevocable Offer of Dedication of Fee Interest Form
IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged,

represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as “Grantor”), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF MODESTO, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Modesto, County of Stanislaus, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Modesto.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.
SIGNATURE PAGE

Signed this ____ day of ____________, 20____

Corporation/Business Name: ________________________________

Grantor Signatures:

Signature

Print Name and Title

Signature

Print Name and Title

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
LLC - signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Modesto is hereby accepted pursuant to the authority conferred by Modesto City Council Resolution No. 96-331, dated June 11, 1996, and the grantee consents to the recordation thereof.

DATED: ____________________________

VICTORIA MICHELLE DION, R.C.E. 58900
City Engineer, City of Modesto
APPENDIX D:

Voluntary Land Dedication Plan
Credit/Reimbursement Agreement Template
CITY OF MODESTO
TIVOLI SPECIFIC PLAN
VOLUNTARY LAND DEDICATION PLAN
CREDIT/REIMBURSEMENT AGREEMENT

(LANDOWNER NAME)

This Credit/Reimbursement Agreement (the "Agreement") is entered into by and between the City of Modesto, (hereinafter the "City") and__________________________, a ________________, and/or its successors in interest, (hereinafter the "Landowner") as of the ___ day of ______________ 20__ (the "Effective Date").

RECITALS

WHEREAS, Landowner is the underlying owner of or has legal interest in certain real property under development within the City, known as ____________ ("__") (the "Project"), as shown in Figure "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Landowner, or its successor in interest will at some date in the future, be developing the Project; and

WHEREAS, on ____________, 20__, the City Council of the City adopted Ordinance No. ____________ et seq relating to the City of Modesto Tivoli Specific Plan Voluntary Land Dedication Plan (the "VLDP"); and set forth policies associated with fee credits and reimbursements within the VLDP boundaries; and

WHEREAS, pursuant to the terms and conditions of the VLDP, Landowner has agreed to dedicate, and has dedicated to the City certain real property (the "Public Land") located in the City of Modesto, in advance of the date that Landowner would have otherwise been required to dedicate the Public Land as a condition of development of the Project. The Public Land is described on Exhibit B attached hereto and made apart hereof. The form of Landowner's Irrevocable Offer of Dedication of the Public Land is attached hereto as Exhibit B-1; and

WHEREAS, City and Landowner have agreed that the value of the Public Land is $___________ (the "Public Land Value"); and

WHEREAS, City and Landowner desire to enter into an agreement to provide for allowable credits and/or reimbursements by the City to Landowner in return for said dedication of the Public Land; and

WHEREAS, this Agreement will not apportion the credits granted herein to any particular real property. Such apportionment shall be accomplished at Landowner's discretion as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Landowner agree as follows:
SECTION 1. DEFINITIONS / RECITALS

All capitalized terms not otherwise defined herein, shall have the meaning described thereto in the VLDP. The Recitals above are incorporated into this Agreement by reference.

SECTION 2. REIMBURSEMENT/CREDIT OF THE PUBLIC LAND VALUE

In consideration of the dedication by Landowner of the Public Land, City shall reimburse or credit Landowner for the Public Land Value, with funds collected within the City of Modesto Tivoli Specific Plan Public Land Equalization Fee Program adopted by City on ________ by Ordinance No. _____ (the "LEFP"), in accordance with the terms hereof.

SECTION 3. ALLOWABLE FEE CREDIT/REIMBURSEMENT

In consideration of the dedication to the City of the Public Land, City shall credit Landowner for the full amount of the Public Land Value against LEFP fees. All or any portion of the LEFP Fee Credits may be converted to an equivalent amount of Fee Reimbursements at any time at the election of Landowner, provided, that once converted to Fee Reimbursements, said conversion shall be irrevocable (Fee Reimbursements may not be converted back to Fee Credits). The amount of such LEFP Fee Credits, as described in Section 4, and Fee Reimbursement, as described in Sections 4 and 5, are set forth on Exhibit C attached hereto and made a part hereof. The LEFP Fee Credits hereunder shall be available upon full execution of this Agreement. Fee Reimbursements shall be payable to Landowner as provided below.

SECTION 4. LIMITATION ON AND ANNUAL ADJUSTMENTS

On each Annual Adjustment date after the Effective Date, the amount of the LEFP Fee Credits and the Fee Reimbursements shall be adjusted to reflect any change in the Public Land Value pursuant to Section(s) _____ of the VLDP and Section(s) _____ of the LEFP in effect as of the Effective Date.

SECTION 5. FEE REIMBURSEMENTS

If, pursuant to Section 4 above, Landowner is owed a Fee Reimbursement for any portion of the Public Land Value, the priority of payment of such reimbursement shall be made as provided in the LEFP in effect on the Effective Date. Section _____ of the LEFP, as of the Effective Date, provides for priority payment of the Fee Reimbursement to Landowner.

The Fee Reimbursement, if any, shall be paid by the City as fee revenues are collected within the LEFP area. Payments shall be made by the City at least semi-annually as funds become available.

The amount of such Fee Reimbursement shall be adjusted in accordance with Section 4 above.

The obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the LEFP fees deposited in the LEFP account.
SECTION 6. APPLICATION OF LEFP FEE CREDITS

LEFP Fee Credits provided pursuant to this Agreement are personal to Landowner and are not limited to the Project. LEFP Fee Credits may be applied by Landowner to any property located in the LEFP area, upon request of the Landowner, in accordance with the form attached hereto as Exhibit "D". Such LEFP Fee Credits shall only apply to the LEFP fees within the LEFP area.

SECTION 7. TRANSFER OF FEE CREDITS/REIMBURSEMENTS

LEFP Fee Credits/Fee Reimbursements granted to Landowner pursuant to this Agreement may be transferred to other owners, builders, or Landowners. To effect such a transfer, Landowner shall submit a completed form to the City in substantially the same format as set forth in Exhibit “E” that will (i) reference this Agreement; (ii) identify the Landowner and assignee if LEFP Fee Credits or Fee Reimbursements are being assigned to a builder or other party; and (iii) identify the LEFP Fee Credit or Fee Reimbursement balance before and after the transfer. The form must be signed by the Landowner, its Assignee, and the City, and an executed copy of the form shall be kept on file. The parties acknowledge that, Fee Reimbursements may not be converted to be used as LEFP Fee Credits by the Assignee of such Fee Reimbursements.

SECTION 8. BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 9. ATTORNEY’S FEES

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys’ fees.

SECTION 10. AUTHORITY TO ENTER INTO AGREEMENT

Landowner and City certify that they are legally empowered to enter into this Agreement.

SECTION 11. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:
(a) If to City:

City of Modesto

With a copy to:

(b) If to Landowner:

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 12. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 13. SEVERABILITY

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

SECTION 14. CONFLICTS

This Agreement is intended to implement and be consistent with the requirements of VLDP and the LEFP. Therefore, in the event of any conflicts between the VLDP or the LEFP and this Agreement, the requirements of the VLDP and LEFP shall prevail and control.

SECTION 15. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.
IN WITNESS WHEREOF, the City of Modesto has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ___, adopted by the City Council of the City on the ____ day of ____________, 20__, and LANDOWNER has caused this Agreement to be executed.

CITY:

CITY OF MODESTO,
a municipal corporation

By: __________________________
   Its: City Manager

LANDOWNER:

________________________________________
________________________________________

By: __________________________
   Name: __________________________
   Title: __________________________

ATTEST:

By: __________________________
   Its: City Clerk

APPROVED AS TO FORM:

By: __________________________
   Its: City Attorney

APPROVED AS TO SUBSTANCE:

By: __________________________
   Its: _________
FIGURE “A”

PROJECT LOCATION MAP

(Insert name of Landowner here)
(List Project Name and include map of Project Area Here)
(Date)
EXHIBIT “B”

DESCRIPTION OF PUBLIC LAND
EXHIBIT B-1

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

(see attached)
IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged,

represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF MODESTO, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Modesto, County of Stanislaus, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Modesto.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.
SIGNATURE PAGE

Signed this ___ day of ____________________, 20____

Corporation/Business Name:__________________________________________

Grantor Signatures:

_______________________________________________________________
Signature

_______________________________________________________________
Print Name and Title

_______________________________________________________________
Signature

_______________________________________________________________
Print Name and Title

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
LLC – signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Modesto is hereby accepted pursuant to the authority conferred by Modesto City Council Resolution No. 96-331, dated June 11, 1996, and the grantee consents to the recordation thereof.

DATED: ________________________________

VICTORIA MICHELLE DION, R.C.E. 58900
City Engineer, City of Modesto
EXHIBIT “C”

IDENTIFICATION OF FEE CREDITS AND REIMBURSEMENTS

LEFP

[Insert Name of Landowner Here]

[List Project Name Here]

Date of Agreement: _________________, 20__

Public Land Value = ______ divided by LEFP Fee ____________

= Estimated LEFP Fee Credits ____________

* Estimated Fee Reimbursements ____________

*Should Landowner exercise its option to convert any LEFP Fee Credits to Fee Reimbursements.
EXHIBIT “D”

FORM OR CERTIFICATE OF APPLICATION OF
LEFP FEE CREDITS

The undersigned Landowner, as the holder of certain LEFP Fee Credits related to the Credit / Reimbursement Agreement between Landowner and the City of Modesto, dated ___________________________ (the “Agreement”), hereby elects to apply the amount of LEFP Fee Credits indicated below as a credit against the LEFP Fee otherwise payable in connection with the recordation of a small-lot subdivision map or approval of a final development plan of the property within the Project described below:

Landowner’s Legal Name: __________________________________________________________

Project Name: _________________________________________________________________

Amount of Applied LEFP Fee Credits: $____________________

Fee Credit Balance Available under Agreement Before Application: $__________________

Fee Credit Balance Available under Agreement After Application: $__________________

APPROVED: City Engineer: ________________________________

LANDOWNER:

______________________________________
a ________________________________

By: ____________________________________
Name: _______________________________
Title: ________________________________

Date: ________________________________
EXHIBIT "E"

FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF LEFP FEE CREDIT AND/OR REIMBURSEMENTS

The undersigned Landowner, as the holder of certain LEFP Fee Credits and/or Reimbursements related to the Credit / Reimbursement Agreement between Landowner and the City of Modesto, dated ___________________ (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of LEFP Fee Credits and/or Reimbursements as indicated below:

<table>
<thead>
<tr>
<th>Landowner's Legal Name:</th>
<th>Assignee's Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount of Assigned LEFP Fee Credits: | $____________ |
| Amount of Assigned Fee Reimbursements: | $____________ |

| Fee Credit Balance Available under Agreement Before Transfer: | $____________ |
| Fee Credit Balance Available under Agreement After Transfer: | $____________ |
| Fee Reimbursement Balance Available under Agreement Before Transfer: | $____________ |
| Fee Reimbursement Balance Available under Agreement After Transfer: | $____________ |

APPROVED: City Engineer: __________________________

LANDOWNER: ASSIGNEE:

<table>
<thead>
<tr>
<th>a</th>
<th>a</th>
</tr>
</thead>
</table>

By: __________________________ By: __________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
Date: __________________________ Date: __________________________

Landowner Contact:

Name: __________________________
Address: __________________________
Telephone: __________________________
Facsimile: __________________________
E-Mail: __________________________

Assignee Contact:

Name: __________________________
Address: __________________________
Telephone: __________________________
Facsimile: __________________________
E-Mail: __________________________
APPENDIX E:

Public Land Equalization Fee Program
Reimbursement Agreement Template
This Reimbursement Agreement (the "Agreement") is entered into by and between the City of Modesto, (hereinafter the "City") and__________, a __________, and/or its successors in interest, (hereinafter the "Landowner") as of the ___ day of __________ 20__ (the "Effective Date").

RECITALS

WHEREAS, Landowner is the underlying owner of or has legal interest in certain real property under development within the City, known as ___________ ("__") (the "Project"), as shown in Figure "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Landowner or its successors-in-interest, will be developing the Project; and

WHEREAS, on __________, 20__, the City Council of the City adopted Ordinance No. ______ et seq relating to the City of Modesto Tivoli Specific Plan Public Land Equalization Fee Program (the "LEFP"); and set forth policies associated with fee reimbursements within the LEFP boundaries; and

WHEREAS, pursuant to the terms and conditions of the LEFP, Landowner has dedicated to the City certain real property (the "Public Land") located in the City of Modesto, required to be dedicated as a condition of development of the Project. The Public Land is described on Exhibit B attached hereto and made apart hereof. The form of Landowner's Irrevocable Offer of Dedication of the Public Land is attached hereto as Exhibit B-1; and

WHEREAS, City and Landowner have agreed that the value of the Public Land is $__________ (the "Public Land Value"); and

WHEREAS, City and Landowner desire to enter into an agreement to provide for allowable reimbursements by the City to Landowner pursuant to the LEFP in return for said dedication of the Public Land; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Landowner agree as follows:

SECTION 1. DEFINITIONS / RECITALS

All capitalized terms not otherwise defined herein, shall have the meaning described thereto in the LEFP. The Recitals above are incorporated into this Agreement by reference.
SECTION 2. REIMBURSEMENT/CREDIT OF THE PUBLIC LAND VALUE

City shall reimburse Landowner for the Public Land Value, with funds collected within the LEFP in accordance with the terms hereof.

SECTION 3. ALLOWABLE REIMBURSEMENT

City shall reimburse Landowner for the full amount of the Public Land Value ("Reimbursement"). The amount of such Reimbursement, as described in Section 4 is set forth on Exhibit C attached hereto and made a part hereof. Reimbursement shall be payable to Landowner as provided below.

SECTION 4. ANNUAL ADJUSTMENTS TO FEE CREDITS

On each Annual Adjustment date after the Effective Date, the amount of the Reimbursement shall be adjusted pursuant to the provisions of the LEFP in effect as of the Effective Date.

SECTION 5. FEE REIMBURSEMENTS

The priority of payment of such Reimbursement shall be made as provided in the LEFP in effect on the Effective Date. Landowner acknowledges that other landowners within the Tivoli Specific Plan boundaries may have priority of reimbursement over that of Landowner.

The Reimbursement, if any, shall be paid by the City as fee revenues are collected within the LEFP area subject to priority reimbursement obligations as provided therein. Payments shall be made by the City at least semi-annually as funds become available.

The amount of such Reimbursement shall be adjusted in accordance with Section 4 above.

The obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the LEFP fees deposited in the LEFP account.

SECTION 6. TRANSFER OF REIMBURSEMENT

Reimbursement granted to Landowner pursuant to this Agreement may be transferred to other owners, builders, or Landowners. To effect such a transfer, Landowner shall submit a completed form to the City in substantially the same format as set forth in Exhibit "D" that will (i) reference this Agreement; (ii) identify the Landowner and assignee if Reimbursement is being assigned to a builder or other party; and (iii) identify the Reimbursement balance before and after the transfer. The form must be signed by the Landowner, its Assignee, and the City, and an executed copy of the form shall be kept on file.
BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 8. ATTORNEY'S FEES

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 9. AUTHORITY TO ENTER INTO AGREEMENT

Landowner and City certify that they are legally empowered to enter into this Agreement.

SECTION 10. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

(a) If to City:

City of Modesto

________________________________________

________________________________________

With a copy to:

________________________________________

________________________________________

(b) If to Landowner:

________________________________________

________________________________________

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.
SECTION 11. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 12. SEVERABILITY

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

SECTION 13. CONFLICTS

This Agreement is intended to implement and be consistent with the requirements of the LEFP. Therefore, in the event of any conflicts between the LEFP and this Agreement, the requirements of the LEFP shall prevail and control.

SECTION 14. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

IN WITNESS WHEREOF, the City of Modesto has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the City Council of the City on the ____ day of ____________, 20__, and LANDOWNER has caused this Agreement to be executed.

(Signatures on Next Page)
CITY:

CITY OF MODESTO, a municipal corporation

By: ________________________________
  Its: City Manager

LANDOWNER:

____________________________________

By: ________________________________
  Name: ______________________________
  Title: ______________________________

ATTEST:

____________________________________

By: ________________________________
  Its: City Clerk

APPROVED AS TO FORM:

____________________________________

By: ________________________________
  Its: City Attorney

APPROVED AS TO SUBSTANCE:

____________________________________

By: ________________________________
  Its: ________________________________
FIGURE “A”

PROJECT LOCATION MAP

(Insert name of Landowner here)
(List Project Name and include map of Project Area Here)
(Date)
EXHIBIT “B”

DESCRIPTION OF PUBLIC LAND
EXHIBIT B-1

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

(see attached)
Recording Requested by:
City of Modesto

Return to:
City of Modesto
P.O. Box 642
Modesto, California 95353

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

APN: ____________

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged,

represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF MODESTO, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Modesto, County of Stanislaus, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Modesto.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.
SIGNATURE PAGE

Signed this _____ day of __________________, 20____

Corporation/Business Name:____________________________________________________

Grantor Signatures:

__________________________________________________________
Signature

__________________________________________________________
Print Name and Title

__________________________________________________________
Signature

__________________________________________________________
Print Name and Title

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.  
  Partnership - signature of a partner required  
  Sole Proprietorship - signature of proprietor required  
  LLC - signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Modesto is hereby 
accepted pursuant to the authority conferred by Modesto City Council Resolution No. 96-331, 
dated June 11, 1996, and the grantee consents to the recordation thereof.

DATED: __________________________________________

VICTORIA MICHELLE DION, R.C.E. 58900
City Engineer, City of Modesto
EXHIBIT "C"
IDENTIFICATION OF FEE REIMBURSEMENTS

LEFP

[Insert Name of Landowner Here]

[List Project Name Here]

Date of Agreement: ________________, 20___

REIMBURSEMENT

Reimbursement (equal to Public Land Value)

= $_______________
EXHIBIT "D"
FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF
REIMBURSEMENT

The undersigned Landowner, as the holder of certain rights to Reimbursement related to
Reimbursement Agreement between Landowner and the City of Modesto, dated
____________________ (the "Agreement"), hereby assigns, transfers and conveys to the
undersigned Assignee the amount of Reimbursement as indicated below:

Landowner's Legal Name: ____________________________________________

Assignee's Legal Name: ____________________________________________

Amount of Assigned Reimbursement: $____________________

Reimbursement Balance Available under Agreement Before Transfer: $____________________

Reimbursement Balance Available under Agreement After Transfer: $____________________

APPROVED: City Engineer: ________________________________

LANDOWNER:

a ____________________________________________

By: ____________________________________________
Name: ____________________________________________
Title: ____________________________________________
Date: ____________________________________________

Landowner Contact:
Name: ____________________________________________
Address: ____________________________________________
Telephone: ____________________________
Facsimile: ____________________________
E-Mail: ____________________________

ASSIGNEE:

a ____________________________________________

By: ____________________________________________
Name: ____________________________________________
Title: ____________________________________________
Date: ____________________________________________

Assignee Contact:
Name: ____________________________________________
Address: ____________________________________________
Telephone: ____________________________
Facsimile: ____________________________
E-Mail: ____________________________
RESOLUTION APPROVING THE 2019 STATE AND FEDERAL LEGISLATIVE PLATFORM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO CARRY OUT THE NECESSARY STEPS TO HELP THE CITY ACHIEVE THE PRIORITIES IDENTIFIED IN THE PLATFORM

WHEREAS, the State and Federal Government allocate several million dollars for cities for programs and support with policy adoption on an annual basis, and

WHEREAS, best practices show that cities and organizations alike need to proactively engage with legislature by taking positions, providing testimony, monitoring legislation, and employing strategic advocacy to receive favorable legislation or funding, and

WHEREAS, the City has not previously had a Legislative Platform since 2008, which was adopted by the Modesto City Council by Resolution 2008-001, and

WHEREAS, in light of increasing local obligations with issues such as homelessness, public pensions, housing development, and increasing expectations from residents, cities are actively seeking additional support from the State and Federal government to help meet these obligations, and

WHEREAS, the City intends to update the Legislative Platform to educate and inform the State and Federal Government of the legislative priorities for the City to help ensure the City is proactively tackling some of its most pressing issues.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the 2019 State and Federal Legislative Platform for the City of Modesto.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of April, 2019, by Councilmember Madrigal, who moved for 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, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Grewal

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney