DATE:                    TUESDAY, MARCH 2, 2010

LOCATION/TIME:          COUNCIL CHAMBERS, CITY HALL, SECOND FLOOR, 4:00 P.M.
C-1.  CC/RD              CALL TO ORDER / ROLL CALL
C-2.  CC/RD              ANNOUNCEMENT OF CLOSED SESSION

C-2.1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Number of Cases:    One

Name of Case:       City of Stockton, et al. v. J. Clark Kelso, in his capacity as Receiver, et al. (United States District Court, Eastern District of California, Sacramento Division, Court Case No. 2:09-CV-03308-LKK-JFM

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

C-2.2) CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases:    One

C-2.3) CONFERENCE WITH LABOR NEGOTIATOR

Closed Session Agenda (Page - 1)
Agency Designated Representatives: Kevin O'Rourke; Dianna Garcia

Employee Organizations; Unrepresented Units: Stockton City Employees’ Association; Operating Engineer’s Local 3; Mid-Management/Supervisory Level Unit; Unrepresented Management/Confidential; Law Department; Stockton Police Management Association; Stockton Firefighters Local 456 International Association of Firefighters; Stockton Fire Management, Stockton Police Officers’ Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

C-3. CC/RD PUBLIC COMMENT

C-4. CC/RD ADJOURN TO CLOSED SESSION
CITY COUNCIL/REDEVELOPMENT AGENCY CONCURRENT AGENDA
- REVISED -

DATE: TUESDAY, MARCH 2, 2010

LOCATION/TIME: COUNCIL CHAMBERS, CITY HALL, SECOND FLOOR, 5:30 P.M.

1. CC/RD CALL TO ORDER/ROLL CALL

2. CC/RD REPORT OF ACTION TAKEN IN CLOSED SESSION

3. INVOCATION/PLEDGE TO FLAG

4. PROCLAMATIONS/COMMENDATIONS/CITY ANNOUNCEMENTS OR INVITATIONS

5. CITIZENS’ COMMENTS, ANNOUNCEMENTS OR INVITATIONS*

6. CC/RD CONSENT AGENDA

6.01) CC Resolution to execute the Grant Agreement in the amount of $100,000 and all other necessary documents with the SAN JOAQUIN COUNTY MENTAL HEALTH SERVICES as required by the granting agency to support the Operation Peacekeeper Program.
   (CM)

6.02) CC ALTAMONT COMMUTER EXPRESS ANNEXATION PROJECT

Resolution to process City-initiated discretionary applications (Annexation and Prezoning) for properties within the ±230 acre proposed ALTAMONT

Regular Meeting (Page - 1)
COMMUTER EXPRESS ANNEXATION PROJECT and the related Initial Study/Mitigated Negative Declaration for the properties of non-participating owner(s) within the Altamont Commuter Express Annexation Project generally bounded by Cemetery Lane on the west, Alpine Avenue on the north, West Lane and industrial and vacant land uses on the east, and Harding Way on the south.

(CD)

6.03) CC DETENTION BASIN SOCCER COMPLEX PROJECT

Resolution authorizing an agreement between the City of Stockton and STOCKTON DF SOCCER LEAGUE, IN partnership with UPPER V MANAGEMENT GROUP, LLC., for the operation and maintenance of the Detention Basin Soccer Complex Project.

(CS)

6.04) CC Resolution authorizing mailing of Proposition 218 public notices and schedule a public protest to consider the franchised solid waste collectors ALLIED WASTE and WASTE MANAGEMENT request for increases in residential and commercial rates, due to a $1.00/ton increase in San Joaquin County’s landfill tipping fee surcharge.

(PW) (Hearing to be held on April 27, 2010.)

6.05) CC NORTH STOCKTON RAILROAD GRADE SEPARATIONS PROJECT

Resolution authorizing the acquisition of a Street and Highway Easement and Utility Easement over a portion of the property located along Eight Mile Road (APN # 059-030-22) owned by INDER SINGH, TRUSTEE in the amount of $75,000 for the North Stockton Railroad Grade Separations Project. In addition, there may be up to $6,000 in miscellaneous closing costs. The total up to $81,000 will be required for the acquisition.

(REV)

6.06) CC/ RD Approve the minutes of the Special City Council meeting of February 9, 2010 and Special Meeting (Joint Stockton City Council/Planning Commission Study Session) of February 9, 2010.

(CLERK)

7. UNFINISHED BUSINESS

8. NEW BUSINESS

8.01) CC FRENCH CAMP ROAD/INTERSTATE 5 INTERCHANGE RECONSTRUCTION AND MANTHEY ROAD RELOCATION PROJECT

Resolution to execute Contract Change Order No. 3 with HDR ENGINEERING, INC. of Folsom, in the amount of $1,453,674 for the completion of final design plans, specifications, and estimate and
environmental and right-of-way engineering services for the French Camp Road/I-5 Interchange Reconstruction and Manthey Road Relocation Project for a total project cost of $4,938,779.

(PW)

9. **PUBLIC HEARINGS**

10. **COUNCIL/REDEVELOPMENT AGENCY COMMENTS AND COMMITTEE REPORTS**

11. **ADJOURNMENT**

**ATTACHMENTS TO AGENDA: WRITTEN COMMUNICATIONS**

*Citizens may comment on any subject within the jurisdiction of the City Council/Redevelopment Agency, including items on the Agenda. Each speaker is limited to five minutes. Speakers must submit “Request to Speak” cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen’s Comments portion of the meeting.

**Speakers should hold comments on items listed as a Public Hearing until the Hearing is opened. If a large number of people desire to speak at a Public Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.

All proceedings before the City Council/Redevelopment Agency are conducted in English. The City of Stockton does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the City Council/Redevelopment Agency, please contact the Office of the City Clerk at (209) 937-8459 at least 48 hours prior to the meeting to enable the City/Agency to make reasonable arrangements to ensure accessibility.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459.

The Agenda is available on the City of Stockton Website: [www.stocktongov.com](http://www.stocktongov.com)

**CHALLENGING CITY DECISIONS**

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred.

If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.
### MEETING REMINDERS

#### SCHEDULE OF EVENTS

**Week of February 27, 2010 – March 6, 2010**

- **Revised**

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<th>Saturday</th>
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<td><strong>Parks and Recreation Commission Meeting</strong></td>
<td><strong>Rotary Read-In</strong></td>
<td><strong>San Joaquin Partnership &amp; Business Council, Inc. – 2010</strong></td>
<td><strong>Cesar Chavez Library Story-Time</strong></td>
<td><strong>Regional Rail Commission Meeting</strong></td>
<td><strong>Pre-K Conference</strong></td>
<td><strong>Cesar Chavez Library Story-Time</strong></td>
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<td>5:30 p.m. City Hall – Council Chambers</td>
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<td>6:00 p.m. Harrison Elementary School, 3203 Sanguinetti Lane</td>
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<td>“Economic Development Opportunities &amp; Constraints in 2010”</td>
<td>Johnston 605 N. El Dorado Street</td>
<td>Johnston 2707 Transworld Drive</td>
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<td>4:00 p.m. Council Chambers</td>
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<td>7:30 a.m. Holman, Eggman Stockton Golf &amp; Country Club, 3800 Country Club Blvd.</td>
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<td>City Council Meeting 5:00 p.m. Dinner Room 200A</td>
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<td>Beyond our Gates… Into the Community 9:30 a.m. – 12:00 noon</td>
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<td>5:30 p.m. Meeting Council Chambers</td>
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<td>Johnston Commercial Exchange Club at the Port of Stockton, 2305 W. Washington Street</td>
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<td><strong>Special City Council Meeting – Budget Study Session</strong></td>
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<td>Stockton Women’s Network 12:00 noon</td>
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CITY MANAGER'S AGENDA REPORT FOR

CITY COUNCIL/REDEVELOPMENT AGENCY CONCURRENT MEETING
CITY COUNCIL/REDEVELOPMENT AGENCY

AGENDA ITEM 6.01
March 2, 2010

TO: Mayor and City Council

FROM: Laurie Montes, Deputy City Manager

SUBJECT: COUNTY MENTAL HEALTH SERVICES GRANT FOR $100,000

RECOMMENDATION:

It is recommended that a resolution be adopted to: 1) authorize the City Manager to execute the Grant Agreement in the amount of $100,000 and all other necessary documents with the San Joaquin County Mental Health Services as required by the granting agency; and 2) direct the City Manager to make all necessary appropriations in compliance with and for the purposes stated in the grant application and grant agreement.

Summary

In accordance with the requirements under the San Joaquin County Mental Health Services granting agency, the signature of the City Manager is necessary to formally accept the $100,000 grant awarded to the City of Stockton’s Operation Peacekeeper Program. The City of Stockton will receive $100,000 for Fiscal Year 2009-2010 for support of the salary and benefit expenses incurred through the Peacekeeper Program to reduce gang-related violence in Stockton, by recognizing and addressing mental health issues observed in the youth contacted and mentored by Youth Outreach Workers.

DISCUSSION

Background

The Peacekeeper Program has been in existence since 1998 and is staffed by young men and women who work with at-risk youth, from the approximate ages of 10-24, throughout Stockton and some surrounding areas. The Youth Outreach Workers are trained in conflict resolution, mediation, community organizing, mentoring, and case management. This program serves at-risk youth from the toughest and very low-income neighborhoods in the City of Stockton and some surrounding areas.

Since the inception of this program in 1998, grant funds for this program have been awarded from a variety of sources. However, as a result of the current budget status, staff has been actively researching additional grant opportunities to offset costs in the delivery of this critical program.

Present Situation

In January, 2010, staff received notification from San Joaquin County Mental Health Services that the City of Stockton would be awarded $100,000, to be disbursed over the third and fourth quarters of Fiscal Year 2009-2010.
The central goal of the Peacekeeper Program is to reduce the number of youth killed or seriously injured as a result of gang violence, and includes four components:

1. Identify the individual needs of each program youth in order to form a strategy for success that is specific to each youth, and to then provide mentoring services;

2. To connect youth who are at high risk of gang violence with the multiple services (anger management, mental health etc.) and other support they need to increase their life chances, and reduce the likelihood they will resort to violence to resolve differences;

3. To diffuse the conflicts that can contribute or lead to gang violence; and

4. To pay particular attention to those places and institutions that are key to youth development, including schools, parks, community centers, etc.

Also, given their experience, Youth Outreach Workers have regularly observed the presence or possible presence of mental health issues in the youth they contact. In partnership with County Mental Health Services, the Peacekeeper Program will be positioned to more readily identify mental health issues and direct services to address related concerns in a meaningful and timely manner.

This award will be used to support our current Peacekeeper Program, and $100,000 for Fiscal Year 2009-2010 will be used to cover a portion of the salary and benefits for two Youth Outreach Worker positions.

FINANCIAL SUMMARY

There is no cash match requirement for this grant award from San Joaquin County Mental Health Services. The following appropriations are necessary to authorize the revenue and expenditures:

REVENUE: $100,000 020-6289-XXX (Peacekeeper 2009-2010)

Respectfully submitted,

[Signature]
Laurie Montes
Deputy City Manager

[Signature]
Kevin O'Rourke
Interim City Manager
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT FROM SAN JOAQUIN COUNTY MENTAL HEALTH SERVICES FOR THE CITY'S OPERATION PEACEKEEPER PROGRAM

The Operation Peacekeeper Program has been in existence since 1998 and is staffed by young men and women who work with at-risk youth, both male and female; and

The Peacekeeper Program serves at-risk youth in the City of Stockton and some surrounding areas; and

The central goal of the Peacekeeper Program is to reduce the number of youth and young adults killed or seriously injured as a result of gang violence; and

In 2009, the City and County Mental Health Services discussed a potential grant proposal to support the Peacekeeper Gang Outreach Program. In January 2010, the City received notification from the San Joaquin County Mental Health Services that the City would be awarded $100,000 to be disbursed during the third and fourth quarters of fiscal year 2009/2010; and

In accordance with the requirements under the County Mental Health Services Agency, the signature of the City Manager is necessary to formally accept the $100,000 grant awarded to the City of Stockton for the Peacekeeper Program; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON AS FOLLOWS:

1. That the City Manager is authorized to execute the Grant Agreement Letter and all other necessary contracts with the San Joaquin County Mental Health Services including any other documents as required by the granting agency.

2. That the City Manager is hereby authorized to execute all necessary documents, including but not limited to, applications, agreements, and amendments, to secure grant funds and to implement and carry out the purposes specified in the grant.

3. That the City Manager is authorized to make all necessary appropriations in compliance with, and for the purposes stated in the grant application and grant agreement documents.

PASSED, APPROVED and ADOPTED ____________________________.

ATTEST:

ANN JOHNSTON, Mayor
of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

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City Atty. ______________________ Review ______________________ Date Feb. 23, 2010
CITY COUNCIL/REDEVELOPMENT AGENCY

AGENDA ITEM 6.02
March 2, 2010

TO: Mayor and City Council

FROM: Michael M. Niblock, Director
Community Development Department

SUBJECT: ALTAMONT COMMUTER EXPRESS ANNEXATION PROJECT

RECOMMENDATION

Adopt a resolution authorizing and directing the City Manager to process City-initiated discretionary applications, such as annexation and prezoning, for properties within the ±230 acre proposed Altamont Commuter Express Annexation Project, and the related Initial Study/Mitigated Negative Declaration for the properties of non-participating owner(s) within the Altamont Commuter Express Annexation project generally bounded by Cemetery Lane on the west, Alpine Avenue on the north, West Lane and industrial and vacant land uses on the east, and Harding Way on the south (see attached map - Exhibit 1). A majority of the project area is surrounded by City limits.

SUMMARY

Applications have been filed for a proposed Altamont Commuter Express Maintenance Facility, and related entitlements for annexation and prezoning by the San Joaquin Regional Rail Commission. The resolution will authorize and direct the City Manager to process City-initiated applications for annexation, prezoning, and the related Initial Study/Mitigated Negative Declaration for the properties of non-participating owners within the Altamont Commuter Express Annexation project area. There are 37 parcels within the Altamont Commuter Express Annexation project area. Twenty-one (21) parcels totaling approximately 206 acres (9 property owners) have agreed to participate in the annexation and prezoning process. Sixteen (16) parcels totaling approximately 20 acres (15 property owners) have not yet agreed to participate. While the applicant or City has not received additional signed authorization forms indicating active support for the project, there has been no correspondence indicating that the non-participating landowners object to being included in the Altamont Commuter Express Annexation project area. The remaining four acres of the project area proposing to be annexed consist of public rights-of-way.

AGENDA ITEM 6.02
ALTAMONT COMMUTER EXPRESS ANNEXATION PROJECT

PAGE 2

DISCUSSION

Background

An application requesting entitlements for annexation and prezoning for the Altamont Commuter Express Annexation Project (P09-002) has been filed with the Community Development Department, by the San Joaquin Regional Rail Commission. The project site is currently located within the jurisdiction of San Joaquin County, but is surrounded by the City (Exhibit 1). To avoid creating unincorporated County islands surrounded by the City, staff is requesting that Council authorize the City Manager to process the City-initiated applications for annexation and prezoning to IL (Industrial, Limited), and RL (Residential, Low Density), and the related Expanded Initial Study/Mitigated Negative Declaration for the properties identified in Exhibit 2.

The San Joaquin Regional Rail Commission mailed a letter, dated October 14, 2009, to property owners, requesting owner consent to have their parcel(s) prezoned and annexed to the City of Stockton (Exhibit 3). Property owners representing the majority of acreage within the project area have agreed to participate in the annexation and prezoning process. To date, some property owners have not yet agreed to participate (Exhibit 2). Staff mailed a letter to the remaining private property owners in the proposed project area to determine their interest in voluntarily participating in the annexation and prezoning applications (Exhibit 4).

Present Situation

The proposal is consistent with the City's General Plan Land Use Diagram (Exhibit 2). The City's General Plan designates land uses within the project area as Institutional, Low Density Residential, and Industrial. Since the application has not been signed by all of the attached property owners, Council is being asked to initiate the annexation and prezoning applications for the property of non-participating owners, whose Assessor's parcel numbers (APNs) are shown on Exhibit 2.

Approval of this request will allow the Altamont Commuter Express Annexation project to proceed in an expeditious manner and provides the City the ability to promote comprehensive planning for this area. The proposed annexation and prezoning has been discussed with Local Agency Formation Commission staff members, who have determined that the boundary is in accordance with their guidelines.

Though the applicant or City has not received additional signed authorization forms indicating active support for the project, there has been no correspondence
ALTAMONT COMMUTER EXPRESS ANNEXATION PROJECT

indicating that the non-participating landowners object to being included in the Altamont Commuter Express Annexation project area.

FINANCIAL SUMMARY

There will be no fiscal impact to City departments resulting from the initiation of this process. Private application fees will cover the associated project costs.

Respectfully Submitted,

MICHAEL M. NIBLOCK, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED BY

KEVIN O'ROURKE
INTERIM CITY MANAGER

MMN:emn:sis
::ODMA\GRPWISE\COS.CDD.CDD_Library.83704.1
RESOLUTION AUTHORIZING THE CITY MANAGER TO INITIATE THE
PROCESSING OF ANNEXATION AND PREZONING APPLICATIONS AND THE
ACCOMPANYING EXPANDED INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION FOR PROPERTIES LOCATED SOUTH OF ALPINE AVENUE AND
EAST AND WEST OF WEST LANE (P09-002)

The San Joaquin Regional Rail Commission has filed applications for the
Altamont Commuter Express Annexation Project (File No. P09-002) for the 64.05-acre
property located within the City of Stockton’s General Plan boundary, on the south side
of Alpine Avenue and west of West Lane; and

The 64.05-acre site is located in the central portion of a larger 230-acre
unincorporated area that would form a more logical annexation area; and

Some of the property owners adjacent to the 64.05-acre annexation and
prezoning site have not signed applications to allow concurrent consideration of the
annexation and prezoning of their respective properties; and

The properties requested to be included in the City-initiated annexation,
prezoning and related Initial Study/Negative Declaration are the parcels owned by Felix
and Michelle Gallegos (APN 117-08-001); American Legion Post No. 803 (APN 117-08-
002); Craig C Gilmore (APN 117-08-005); Alpine Builders Inc. (117-08-006); Dalbir
Johal (117-08-017); Lucy L. Tobias (117-08-022); California Water Service Co. (APN
117-08-023); Fabian Ceballos et al. (117-09-002); Leonard F Borello F Tr et all. (APN
117-09-006); Joseph N. Rokoszewski (APNs 117-09-007 & 117-09-008); Alfonso and
Maria Jimenez (APN 117-09-015); Randall and Kathleen Thomas (APN 117-09-027);
Mark Dwayne Rodden Tr (APN 117-09-032); Richard Marshall (APN 127-280-035); and
Thomas and Jane Kriss (127-280-36). The properties requested to be included in the
City-initiated prezoning to RL (Residential, Low Density) are the parcels owned by
Richard Marshall (APN 127-280-035); Thomas and Jane Kriss (127-280-36). The properties
requested to be included in the City-initiated prezoning to IL (Industrial,
Limited) include parcels owned by Felix and Michelle Gallegos (APN 117-08-001);
American Legion Post No. 803 (APN 117-08-002); Craig C Gilmore (APN 117-08-005);
Alpine Builders Inc. (117-08-006); Dalbir Johal (117-08-017); Lucy L. Tobias (117-08-
022); California Water Service Co. (APN 117-08-023); Fabian Ceballos et al. (117-09-
002); Leonard F Borello F Tr et al. (APN 117-09-006); Joseph N. Rokoszewski (APNs
117-09-007 & 117-09-008); Alfonso and Maria Jimenez (APN 117-09-015); Randall and
Kathleen Thomas (APN 117-09-027); and Mark Dwayne Rodden Tr (APN 117-09-032).
The proposed City-initiated applications will facilitate consideration of a logical and
orderly annexation and prezoning of contiguous parcels which will avoid creating islands of unincorporated land surrounded by the City; and

This action will ultimately authorize the Planning Commission to consider the prezoning and the City Council to consider the annexation and prezoning in order to allow the processing of the project in an expeditious manner and facilitate the consideration of the logical and orderly annexation and prezoning of contiguous parcels for future residential development; now, therefore,

BY IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized and directed to process City-Initiated applications for annexation, prezoning to RL (Residential, Low Density), and IL (Industrial, Limited) and an Initial Study/Mitigated Negative Declaration for the following properties adjoining the Altamont Commuter Express Annexation and Prezoning:

   The properties within the annexation area are owned by Felix and Michelle Gallegos (APN 117-08-001); American Legion Post No. 803 (APN 117-08-002); Craig C Gilmore (APN 117-08-005); Alpine Builders Inc. (117-08-006); Dalbir Johal (117-08-017); Lucy L. Tobias (117-08-022); California Water Service Co. (APN 117-08-023); Fabian Ceballos et al. (117-09-002); Leonard F Borello F Tr et al. (APN 117-09-006); Joseph N. Rokoszewski (APNs 117-09-007 & 117-09-008); Alfonso and Maria Jimenez (APN 117-09-015); Randall and Kathleen Thomas (APN 117-09-027); Mark Dwayne Rodden Tr (APN 117-09-032); Richard Marshall (APN 127-280-035); and Thomas and Jane Kriss (127-280-36). See Exhibits 1 and 2 attached hereto.

2. The Community Development Department is authorized to process the subject annexation, prezoning and Initial Study/Mitigated Negative Declaration for the above-noted properties in conjunction with the San Joaquin Regional Rail Commission's initiated applications for the Altamont Commuter Express Annexation project (File Nos. P-09-002).

PASSED, APPROVED AND ADOPTED ________________________________________

ATTEST: ________________________________________________________________

ANN JOHNSTON, Mayor
of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
CITY COUNCIL/REDEVELOPMENT AGENCY

AGENDA ITEM 6.03
TO: Mayor and City Council

FROM Pamela Sloan, Director of Community Services

SUBJECT: AUTHORIZE AN AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE DETENTION BASIN SOCCER COMPLEX

RECOMMENDATION

Adopt a resolution authorizing an agreement between the City of Stockton (City) and Stockton DF Soccer League (SDFSL), in partnership with Upper V Management Group, LLC., (UVMG) for the operation and maintenance of the Detention Basin Soccer Complex (soccer complex); and authorizing the City Manager to execute the agreement and take all other actions appropriate to carry out the intent and purpose of the resolution.

Summary

The proposed resolution will authorize an agreement with SDFSL, in partnership with UVMG, for the operation and maintenance of the City's soccer complex that includes eight soccer fields on a 35.34 acre site, adjacent to Highway 99 Frontage Road and just north of Morada Lane.

The term of the agreement is for SDFSL/UVMG to operate and maintain the City's soccer complex for three years, with an option to renew annually for five additional years upon consent of both parties; and a written request from the contractor at least sixty days prior to the agreement's expiration date.

SDFSL/UVMG will be responsible for all expenses to operate and maintain the soccer complex, while providing the City with a monthly payment, based on a percentage of gross revenue and with an expected minimum guarantee as noted in the Financial Summary.

DISCUSSION

Background

On November 6, 2007, the City Council authorized construction of the soccer complex to fulfill the need of the soccer youth and adult community (Resolution No. 07-0456). The original cost of the soccer complex project was for $4,500,000, and was partially funded by a grant awarded by the State of California, Department of Parks and Recreation Urban Park Act of 2001 Program in the amount of $3,000,000. The remaining project cost was funded through the City's Parkland Public Facility Fee Fund. Construction was completed in early 2009.
AUTHORIZE AN AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE
DETENTION BASIN SOCCER COMPLEX

(Page 2)

The Community Services Department has discussed the project with local youth and adult organizations over several years. Soccer is a thriving sport in the Central Valley and these fields will provide residents and guests the opportunity to play in Stockton. While the department has the expertise to operate the complex, the City is not in a financial position to manage the facility adequately at this time.

On June 23, 2009, Council authorized distribution of a Request for Proposal for the management, operation, and maintenance of the soccer complex (Resolution No. 09-0185).

Current Situation

Notification of Request for Proposal availability was sent and posted on the City of Stockton website on the Bid Flash page. On September 17, 2009, proposals were opened that were received from the following agencies:

1. Stockton DF Soccer League (SDFSL), in partnership with Upper V Management Group (UVMG)
2. Stockton Youth Soccer Association (SYSA)
3. Sandoval's Corporation

On October 21, 2009, a City Selection Committee assessed the proposals and selected SDFSL/UVMG based on their compliance and completeness of the proposal as requested in the scope of services for the project. They represented themselves as having the knowledge and ability to manage and operate the facility based on their history and background of experience.

SYSA submitted a two-year old proposal and did not completely address all areas covered in the scope of services. They would also have required the City to pay for the maintenance of the facility, which would cost the City $7,000 per month.

Sandoval's Corporation addressed the areas in the RFP; however, they lacked a detailed plan to operate the complex, and would rely on the City to provide direction in managing the facility.
FINANCIAL SUMMARY

The Community Services Department has the expertise to operate the complex. However, the City is not in a financial position to manage the facility adequately at this time. Awarding the contract to SDFSL/UVMG will generate savings in maintenance and operating costs of approximately $350,000 annually for the City.

SDFSL/UVMG will be responsible for all expenses associated with the operations and maintenance of the Detention Basin Soccer Complex. The City will receive the following compensation from SDFSL/UVMG for exclusive rights to operate the Complex:

Year 1 - 2010: Minimum monthly guarantee of $1,500 or 5% of Gross Revenue
Year 2 - 2011: Minimum monthly guarantee of $2,000 or 7.5% of Gross Revenue
Year 3 - 2012: Minimum monthly guarantee of $3,000 or 10% of Gross Revenue

If contract is renewed for two additional years, compensation for these years will be reviewed and agreed upon by both parties. In Year 4, SDFSL/UVMG will provide the City an additional 3% of the annual gross revenue generated from the operations of the Complex, for the purpose of capital improvements.

A revenue account will be established in the Recreation Division’s Sports account 044-3637-362 to deposit compensation received from the facility. A separate trust account will be established in Year 4 to deposit the additional 3% compensation received for future capital improvements of the Complex.

Respectfully Submitted,

PAMELA SLOAN
DIRECTOR OF COMMUNITY SERVICES

Approved by:

KEVIN O’ROURKE
INTERIM CITY MANAGER
Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STOCKTON DV SOCCER LEAGUE, IN PARTNERSHIP WITH UPPER V MANAGEMENT GROUP, FOR THE OPERATION AND MAINTENANCE OF THE DETENTION BASIN SOCCER COMPLEX

On November 6, 2007, the City Council authorized construction of the Detention Basin Soccer Complex (soccer complex) with eight soccer fields on a 35.34 acre-site adjacent to Highway 99 Frontage Road, just north of Morada Lane (Resolution No. 07-0456); and

On October 29, 2009, the City Council authorized distribution of a Request for Proposal for the management operation and maintenance of the soccer complex (Resolution No. 09-0185); and

On October 21, 2009, a City Selection Committee assessed the proposals and selected Stockton DV Soccer League, in partnership with Upper V Management Group, for the operation and maintenance of the soccer complex; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Scope of Services contained in the proposal for the operation and maintenance of the soccer complex (PUR 09-063) is incorporated herein by reference and is hereby approved and adopted.

2. STOCKTON DV SOCCER LEAGUE, in partnership with UPPER V MANAGEMENT GROUP, meets the requirements of the City of Stockton for services referred to herein, and is of a quality, fitness, and capacity, which best serves the requirements of the City of Stockton.

3. The City Manager is authorized to execute the agreement with STOCKTON DV SOCCER LEAGUE, in partnership with UPPER V MANAGEMENT GROUP for the maintenance and operation of the soccer complex. A copy of said Agreement is attached as Exhibit A and by reference made a part hereof.

4. The City Manager is authorized to take the appropriate actions to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED _________________________________.

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

ANN JOHNSTON, Mayor
of the City of Stockton

City Atty Review ____________________ Date ________ ________

Feb. 23, 2010
AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF STOCKTON SOCCER COMPLEX

THIS CONTRACT is entered into on ________________________, by and between the CITY OF STOCKTON (CITY), a municipal corporation, hereinafter referred to as "CITY," and STOCKTON DF SOCCER LEAGUE, in partnership with UPPER V MANAGEMENT GROUP LLC., hereinafter referred to as "SDFSL/UVMG."

WITNESSETH:

WHEREAS, SDFSL/UVMG submitted a proposal to operate the Stockton Detention Basin Soccer Complex, hereinafter referred to as "soccer complex," located at 10055 N Highway 99 Stockton, California 95212, and has been selected as the most qualified company to perform such services and is capable of providing such services;

NOW, THEREFORE, CITY and SDFSL/UVMG, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

Section 1
SCOPE OF SERVICES

SDFSL/UVMG, for the benefit of and at the direction of CITY, shall provide operation and maintenance services for the soccer complex of the City of Stockton. SDFSL/UVMG acknowledges that the services performed pursuant to this Contract either by SDFSL/UVMG, or at its direction, shall be rendered in accordance with the accepted practices and standards of SDFSL/UVMG’s profession and the City of Stockton.

SDFSL/UVMG shall be responsible for the management and operation of the soccer complex, including, but not limited to, full scheduling of games, practices, trainings, clinics, tournaments, drop-in play and any and all other uses associated with the soccer complex. The soccer complex will be used for adult and youth, recreational and competitive soccer play and associated activities approved by CITY.

Except as otherwise set forth in this Contract, SDFSL/UVMG shall be responsible for all expenses associated with properly managing and operating the soccer complex, including, marketing, promoting and maintenance of entire grounds and concession sales.

SOCcer COMPLEX MANAGEMENT

Section 1.1 Administration

SDFSL/UVMG shall provide, formulate, implement, and manage all program operations, financial management, concession operation and maintenance program of the soccer complex. CITY and SDFSL/UVMG will meet on a quarterly basis to discuss operations and address any related issues.
Section 1.2 Personnel:

Staffing: SDFSL/UMGM shall hire all personnel necessary for the management, operation, and maintenance of the soccer complex. It is understood that none of the SDFSL/UMGM employees shall be deemed to be employees, agents, or representatives of CITY. SDFSL/UMGM shall furnish a list of employees engaged to work at the soccer complex to CITY. The initial list is to be provided prior to opening the soccer complex and on a monthly basis thereafter.

Fingerprinting/Background Check: SDFSL/UMGM shall comply with the relevant portions of CITY’s Administrative Directive HR-40 regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at the soccer complex. SDFSL/UMGM and its employees/volunteers, if applicable, are required to submit fingerprints in a manner authorized by the State of California Department of Justice. SDFSL/UMGM and all applicable employees shall submit fingerprints prior to the opening of the soccer complex. SDFSL/UMGM will be responsible for all costs associated with compliance with the City’s Administrative Directive HR-40. A copy of CITY’s Administrative Directive will be provided to SDFSL/UMGM.

Any individual who has been convicted of certain criminal offenses (disqualifiers) is not eligible to work at the soccer complex. In addition, if any of SDFSL/UMGM employee(s) assigned is/are subsequently found to have a disqualifying conviction, that/those employee(s) shall be immediately removed from the soccer complex and shall not be allowed to perform any further work under this Contract.

SDFSL/UMGM shall confirm in writing to CITY that SDFSL/UMGM employees/volunteers have not been convicted of any of the offenses specified in California Public Resources Code section 5164 or CITY of Stockton Administrative Directive HR-40. This shall be done each time a new employee is hired and yearly for all employees/volunteers for the entire term of this Contract.

Section 1.3 Program Operation

SDFSL/UMGM shall provide, on an annual basis, a program operation plan for CITY’s review and approval, to include, but not limited to, soccer practices, competitions, soccer league use, tournaments, clinics/training, marketing; and any other services generally offered by public soccer complexes. The purpose of this annual plan is to ensure the soccer complex is used to its full potential and achieve the CITY’s goal of serving the needs of the youth and adult soccer community.

The CITY and SDFSL/UMGM will communicate regularly in an effort to coordinate field schedules and usage. SDFSL/UMGM will reach out to local community groups in an effort to maximize field usage and offer all organizations an opportunity to play at the complex, therefore maximizing the use of the soccer complex. CITY will support SDFSL/UMGM in these efforts and encourage all organizations to use the soccer complex.
Section 1.4 Financial Management

SDFSL/UVMG shall prepare and maintain financial documents necessary and appropriate for the operation of the soccer complex. SDFSL/UVMG may establish all fees and charges for the operation of the soccer complex. CITY will review fees prior to implementation to ensure citizens and customers are paying reasonable fees per industry standards.

Annual Report: SDFSL/UVMG shall maintain all operating expenses and revenue documents, including, but not limited to, expense receipts, invoices, ledgers, sale receipts, payroll and payroll tax returns, sales tax returns; and any other records reasonably necessary to verify gross revenues. Annual financial statements consisting of balance sheet, income statement (profit/loss), statement of retained earnings, and statement of cash flows shall be submitted to CITY within 90 days of the calendar year end.

SDFSL/UVMG shall maintain its annual financial records for the operation of the soccer complex for a period of three years. CITY shall have the right, with 30 days written notice, at CITY's expense, to audit SDFSL/UVMG's financial documents, to make abstracts from the records, to make copies of all records, and to examine any and all licenses.

CITY also reserves the right to periodically audit all charges made by SDFSL/UVMG to CITY for services under the contract. Upon request, SDFSL/UVMG agrees to furnish CITY or a designated representative, with necessary information and assistance.

SDFSL/UVMG agrees that CITY, or its delegate, shall have the right to review, obtain, and copy all records pertaining to performance of the contract. SDFSL/UVMG agrees to provide CITY, or its delegate, with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material under investigation for the purpose of determining compliance of this Contract.

Location of Records: SDFSL/UVMG shall make available, at the CITY's cost, any financial records requested by CITY relating to the operation of the soccer complex, even if not maintained/ stored within city limits.

CITY's receipt of such financial records shall be conditioned upon CITY's prior execution of SDFSL/UVMG's then current confidentially/non-disclosure agreement with respect to such financial information.

Section 1.5 Concession Operation

SDFSL/UVMG shall operate the concession to provide and sell food and non-alcoholic beverages. CITY may authorize the sale of alcoholic beverages upon written request for specific special events. SDFSL/UVMG will be required to follow all CITY
policies related to alcohol sales for special events. SDFSL/UVMG shall provide a list of items to be sold, including prices, for CITY's review and approval.

The concession building is a 12 ft. x 12 ft room equipped with water and electricity hook-ups, but does not include any other equipment. SDFSL/UVMG shall provide necessary equipment at its sole expense and shall retain ownership of such equipment during the term of the Contract. At the end of the Contract, SDFSL/UVMG shall have the right to remove any equipment purchased or leased, provided that the concession stand is replaced in its original condition, reasonable wear and tear excepted.

SDFSL/UVMG will meet requirements of CITY's exclusive beverage contract and will adhere to the provisions set forth therein.

Section 1.6 City-Sponsored Recreational Programs

CITY has the right to use of the soccer complex at no charge upon request. CITY shall discuss such requests with the SDFSL/UVMG on a bi-annual basis.

SOCCER COMPLEX MAINTENANCE

Section 1.7 Maintenance

Except as otherwise set forth in this Contract, SDFSL/UVMG shall be responsible for landscape, field, and building maintenance, picnic area; janitorial, lighting, maintenance, electricity, water, garbage; and this shall include parking lot maintenance, including landscaping on property adjacent to frontage road and graffiti abatement to preserve the soccer complex in an operable and aesthetical condition. Repairs resulting from vandalism will be the responsibility of SDFSL/UVMG.

SDFSL/UVMG is expected to maintain the entire soccer complex area in a clean and sanitary condition; and free from all rubbish at all times, including fully operable soccer fields, goalie nets, soccer field lights, and bathroom facilities.

Notwithstanding anything to the contrary contained in this Contract, repairs to the parking lot and any structures located within the soccer complex are the responsibility of the CITY unless damage is caused by any act of negligence or intentional misconduct of SDFSL/UVMG or SDFSL/UVMG's officers, directors, employees or consultants. Such repairs shall be performed and completed within a reasonable time by CITY after written notice of such damage to CITY by SDFSL/UVMG.

CITY will be responsible for scheduling the irrigation and watering system through the CITY's central irrigation system. SDFSL/UVMG will be responsible for notifying CITY of any programming problems with the watering system including over-watering, dry or yellowing areas. SDFSL/UVMG understands that the irrigation may begin at 10 p.m.
Sunday through Thursday and end at 9 a.m. the following day. SDFSL/UVMG may request adjustments to the scheduling if needed.

In order to determine responsibilities regarding maintenance and repair issues related to the irrigation system, the point of separation will be the following: CITY will be responsible for maintenance and repairs of any equipment from the pumps in the canal to the end of the water “Main Line”. SDFSL/UVMG will be responsible for maintenance and repairs of any equipment from the “Valves” (at the end of the water main) to the sprinkler heads. SDFSL/UVMG will receive the benefit of any and all product warranties issued to CITY for any work or products located at the complex. If either party damages equipment not under their area of responsibility, said party will be responsible for the repair to the damaged area.

CITY shall reserve its right to perform site inspections of the soccer complex to ensure the area is maintained to acceptable standards. CITY shall inform SDFSL/UVMG of any deficiencies and shall require SDFSL/UVMG to correct within an agreed upon time period. Failure to correct within the time period shall be considered a breach of this Contract.

Section 1.8 Capital Improvement Plan

CITY will create a Capital Improvement Plan with the input of SDFSL/UVMG. CITY understands that the Bermuda Turf being used at the soccer complex requires additional maintenance and expense compared to traditional grass turfs.

Therefore, a Capital Improvement Fund will be established after the completion of year three. In the beginning of year four, SDFSL/UVMG will provide 3% of the annual gross revenue generated from the operation of the soccer complex to the fund in addition to the compensation paid to CITY. The fund will be housed by CITY and funds can only be used for the purpose of soccer complex improvements. CITY will match the 3% amount beginning in year four. CITY, in cooperation with SDFSL/UVMG, shall review and approve all Capital Improvement Plans.

Section 2

COMPENSATION AND SOCCER COMPLEX REVENUE

SDFSL/UVMG shall receive 100% of the proceeds from all income-producing activities associated with the soccer complex, including, but not limited to the following: rental fees, league and tournament fees, concession sales, parking fees, sponsorship, advertising, fund raising, etc.
SDFS/L/UVMG will provide CITY payment for the soccer complex based upon the greater amount of the two options listed below:

Year One, 2010: Minimum monthly guarantee of $1,500 or 5% of Gross Revenue
Year Two, 2011: Minimum monthly guarantee of $2,000 or 7.5% of Gross Revenue
Year Three, 2012: Minimum monthly guarantee of $3,000 or 10% of Gross Revenue

Due to the nature of the sport and weather factors, during the months of December, January, February and March ("Winter Months"), SDFS/L/UVMG will only be required to compensate CITY with the perspective percentage amount. SDFS/L/UVMG will not be required to pay the minimum monthly amount for the Winter Months.

Years four and five are extension years and compensation for these years must be reviewed and agreed upon by both parties. The compensation may not be reduced below the “Year Three” amounts.

Gross receipts are defined as all funds collected by SDFS/L/UVMG or its employees with respect to any function resulting from SDFS/L/UVMG’s operation or management of the soccer complex.

Payment is to be made directly to CITY’s Financial Management Office by the 10th of each month for the prior month. A penalty of 5% of the amount owed will be charged if payment is not received by the 10th of the month for the previous month’s rent plus 1% per month for each month payment or any portion thereof that remains unpaid. Following the completion of each and every calendar month’s operation, SDFS/L/UVMG shall, within ten days thereafter, submit to CITY a statement of gross receipts received from all operations, signed and certified by SDFS/L/UVMG. This report should be submitted with payment for verification purposes, with a second copy of the report going to the Director of Community Services or authorized designee.

The first payment will not be due until the soccer complex has officially opened and the opening date is agreed upon by both parties. Due to the nature of the turf, the soccer complex opening may be delayed. Opening day will be dependant on the weather; as the complex turf is Bermuda grass, it will require six (6) weeks of sunshine to recover from its dormant stage and become playable.

Section 2.1 Non Financial Records and Reports

SDFS/L/UVMG shall maintain monthly statistical reports on calendar month’s operation, including, but not limited to all on-going programs, participation levels and revenues collected. An authorized representative of CITY shall have access and the right to examine all records during and following each event, at CITY’s cost and expense, to include, but not be limited to, viewing cash register tapes/journals, inventory tracking
sheets and reports, and any other related reports that are reasonably necessary to
determine and or verify gross revenues for such event.

Section 3
TERM AND TERMINATION

The term of this Agreement shall begin on April 1, 2010. This Agreement shall
remain in effect for a period of three years, with the option of five, one year extensions.

The Option to Extend shall be made by written request of SDFSL/UVMG 60 days
prior to the expiration of the Contract and is subject to CITY’s acceptance that
SDFSL/UVMG’S performance is satisfactory and determines that renewal will be in the
best interest of CITY.

Unconditional Termination for Convenience: Either party shall have the right to
terminate, at any time, by providing the other party written notice of its intention to
terminate 60 calendar days prior to the effective date of said termination. Upon
termination, CITY and SDFSL/UVMG shall reconcile all revenues and payments made or
due and owing to the parties pursuant to this Contract up to the date of termination.
However, City shall assume no liability for costs, expenses or lost profits resulting from
contracts entered into by SDFSL/UVMG with third parties in reliance upon this Contract.

Section 4
PERMITS AND LICENSES

SDFSL/UVMG shall obtain, at its own expense any and all permits, and licenses,
which may be required by CITY, County, State or Federal law or ordinance in order to
operate and manage the soccer complex. SDFSL/UVMG must provide CITY with copies of
all licenses, permits and certification/s on an annual basis.

Section 5
NOTICES

Any notice, tender, delivery, or requests for payment to be given to any party herein
in connection with this Contract may be effected by personal delivery, in writing or by mail,
and shall be deemed communicated as of the date of actual receipt. Mailed notices shall
be addressed as set forth below:

To CITY:  DIRECTOR OF COMMUNITY SERVICES
City of Stockton
6. E. Lindsay Street.
Stockton, CA  95202
To SDFSL/UVMG: J. Ramon Estevez, President SDFSL/UVMG
335 Woodrow Street
Daly City, CA 94014

Section 6
INDEPENDENT CONTRACTOR

Nothing in this Contract shall be interpreted so as to cause SDFSL/UVMG to be considered an employee of CITY. SDFSL/UVMG is contracted solely as an independent contractor to render a professional service and is responsible for all obligations consistent with that status.

Subcontractors of SDFSL/UVMG shall not be recognized as having any direct or contractual relationship with CITY. The persons engaged in the services, including employees of subcontractors and suppliers will be considered employees of SDFSL/UVMG. SDFSL/UVMG shall be responsible for the services of subcontractors, which shall be subject to the provisions of this Contract. SDFSL/UVMG is responsible to CITY for the acts and omissions of its subcontractors and any persons directly or indirectly employed by them.

Section 7
INSURANCE

SDFSL/UVMG shall adhere to CITY's insurance requirements as set forth in Exhibit "A", attached.

Section 8
INDEMNIFICATION

SDFSL/UVMG shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury or damage to any person or property to the extent caused by SDFSL/UVMG's willful misconduct or negligent performance of its duties pursuant to this Contract.

Section 9
ARBITRATION

Any claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this Contract may be submitted to non-binding mediation through the auspices of the American Arbitration Association prior to the initiation of any suit or other litigation. The cost of said mediation shall be split equally between the parties.
Section 10
NON-DISCRIMINATION

In performing services under this Contract, SDFSL/UVMG shall not discriminate in the employment of its employees or in the engagement of any subcontractor of SDFSL/UVMGs on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 11
ASSIGNMENT

SDFSL/UVMG shall neither assign nor delegate its rights and/or duties under this Contract without first obtaining CITY’s written consent to the assignment and/or delegation. Any such assignment or delegation made by SDFSL/UVMG without prior written consent of CITY will render this Contract voidable at sole discretion of CITY.

Section 12
APPLICABLE LAW

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Contract. Any dispute arising from this Contract shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

Section 13
CAPTIONS

The captions of the sections of this Contract are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

Section 14
INTEGRATION AND MODIFICATION

The response by SDFSL/UVMG to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract, and if a difference does exist the provisions and terms of this Contract shall supersede such response or Request for Proposals.

This Contract represents the entire integrated agreement between SDFSL/UVMG and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by SDFSL/UVMG and CITY.
All exhibits and this Contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract shall prevail.

Section 15
SEVERABILITY

The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

Section 16
THIRD PARTY RIGHTS

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and SDFSL/UVMG.

Section 17
AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first hereinabove written.

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

APPROVED AS TO FORM:
RICHARD E. NOSKY, JR.
CITY ATTORNEY

CITY OF STOCKTON, a municipal corporation

BY: ____________________________

KEVIN O’ROURKE
Interim, City Manager

STOCKTON DF SOCCER LEAGUE/
UPPER V MANAGEMENT GROUP

BY: ____________________________

LORI S. WHITTAKER
Deputy City Attorney

Title: ____________________________
EXHIBIT “A”
INSURANCE
SPORTS OPERATOR

SPORTS OPERATOR (HEREIN OPERATOR) shall procure and maintain for the duration of the Operating Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the operation and use of the premises. The cost of such insurance shall be borne by the Operator. Operator shall agree to waive right of recovery against the City of Stockton (CITY).

Minimum Limits of Insurance: Operator shall maintain limits not less than:

- GENERAL LIABILITY:
  $1,000,000 per occurrence, $2,000,000 General aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability ($100,000). If commercial General Liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project location.

- EXCESS LIABILITY: $4,000,000 Excess Liability

- COMMERCIAL AUTOMOBILE:
  $1,000,000 per occurrence, combined single limit, for bodily injury liability and property damage liability.

- WORKERS COMPENSATION:
  Statutory Limits, including employers Liability not less than $1,000,000 per occurrence (BI/DISEASE).

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to the approval by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, agents, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses to satisfy the Deductible and or Self-Insured Retention.

Other Insurance Provisions: Each policy is to contain, or be endorsed to contain, the following provisions:

1. “The City of Stockton (CITY), its officers, agents, employees and volunteers” are to be covered as additional insured’s with respect to liability arising out of operations, maintenance or use of that part of the premises leased to the Lessee.

2. The Operator’s insurance coverage shall be primary insurance as respects “The City of Stockton, its officers, agents, employees and volunteers.” Minimum Required Limits of Insurance shall not serve to reduce the liability of the Operator’s insurer nor the operator. Any insurance or self-insurance maintained by the CITY, its officers, agents, employees, or volunteers shall be excess of the Operator’s insurance and shall not contribute with it.
3. Policies shall waive right of recovery against the CITY.

4. Each insurance policy required by this clause shall be endorsed state that coverage shall not be contributory by the CITY, nor may it be canceled, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the CITY.

5. For General Liability both forms: Additional Insured form at least as broad as ISO form CG 20 11 11 85 (Modified) (sample attached) is required.

6. Certificates and Endorsements shall be sent to:
   CITY OF STOCKTON
   ATTN: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

Acceptability of Insurers: Insurance shall be placed with California Admitted insurers with a current A.M. Best’s rating of no less than A: VII.

Verification of Coverage: Lessee shall furnish the CITY with original certificates and a mandatory additional insured endorsements effecting coverage required by this Agreement. The endorsements should be on forms provided by the CITY (sample attached) or if on other than the CITY’s forms provided those endorsements or policies shall conform to ACCORD and ISO standards and requirements and the requirements of this agreement. All certificates and endorsements are to be received and approved by the CITY before occupancy or operations occur. The CITY reserves the right to be provided complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors, Sub-lessees, Vendors, Exhibitors: Lessee shall include all subcontractors, sub-lessees, vendors, and exhibitors as insured’s under its policies or if Lessee elects to rely upon insurance provided by subcontractors, sub-lessees, vendors and exhibitors (herein “Sub-lessees”), Lessee shall require all sub-lessees to provide certificates of insurance and Additional Insured endorsements that satisfy all requirements listed in paragraphs A, B, C and D above. Sub-lessees shall provide said insurance evidence to Lessee, however upon CITY’s request Lessee shall furnish separate certificates and additional insured endorsements for each sub-lessee to the CITY for review and approval.

Deviation from Requirements: Any requested deviations from the above Insurance Requirements must be submitted to the CITY Risk Services, (209) 937-8629, Fax (209) 937-8833.

Reproduction of Insurance Services Office, Inc. Form (Modified)
INSURER:
POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of person or Organization (Additional Insured): City of Stockton, its Council, Officers, Agents, Employees, Authorized Representatives, and Volunteers are Additional Insured's.
3. Additional premium:

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alteration, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

Modifications to ISO form CG 20 11 11 85:

1. This insurance shall be primary as respects the City of Stockton (CITY) or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the CITY shall be in excess of this insurance and shall not be called upon to contribute with it.
2. The insurance afforded by this policy shall not be canceled, changed, or modified except after thirty (30) day advance written notice has been given to the CITY. (10 days advance written notice for non-payment of premium).
3. the Insurer named above waives any right of recovery the Insurer may have against the CITY when the Insured has agreed to such waiver in writing prior to the loss.

____________________________
Signature – Authorized Representative of Insurer

____________________________
Name of Insurance Company

CG 20 11 11 85 Insurance Services Office, Inc. Form (Modified)
March 2, 2010

TO: Mayor and City Council

FROM: Robert Murdoch, Director
Public Works Department

SUBJECT: AUTHORIZE THE MAILING OF PROPOSITION 218 PUBLIC NOTICES AND SCHEDULE A PUBLIC HEARING TO CONSIDER A PROPOSED INCREASE IN SOLID WASTE RATES

RECOMMENDATION

It is recommended that the City Council adopt a resolution taking the following actions:

1. Authorize mailing of Proposition 218 public notices and schedule a public protest hearing for April 27, 2010 to consider the franchised solid waste collectors Allied Waste and Waste Management (collectors) request for increases in residential and commercial rates, due to a $1.00/ton increase in San Joaquin County’s landfill tipping fee surcharge.

2. Authorize the City Manager to take any appropriate actions to carry out the intent of the resolution.

Summary

The City’s franchised solid waste collectors, Allied Waste and Waste Management, have requested a rate increase to compensate them for a $1.00/ton increase in San Joaquin County’s landfill tipping fee surcharge. A Special Rate Review, done at collector expense, showed that an average $0.09/month increase in residential rates and a $0.05/cubic yard increase in commercial bin rates would be necessary to do this. A Proposition 218 ratepayer notice and protest hearing process, also done entirely at collector expense, is required to consider the requested rate increase. Approval of this agenda item will begin that process.

DISCUSSION

Background

In late 2009, Allied Waste and Waste Management requested two rate increases, one for the annual Consumer Price Index (CPI) adjustment due them under their franchise agreements, and the other for increased landfill costs due to San Joaquin County’s $1.00/ton increase in their landfill tipping fee surcharge on all waste landfills within the County.
The City’s franchise agreements set forth the terms governing rate increases. The agreements provide two ways for rates to be increased. The first is through an annual CPI adjustment effective each June 1, and the second is through a Special Rate Review process.

The Annual CPI adjustment is a right granted the collectors under terms of their agreements; however, Special Rate Review increase is not. The annual CPI adjustment entitles collectors to receive 50% of the change in CPI over a previous 12 month period. Each year, the collectors submit their calculation by December 31. City staff verifies the accuracy of the calculation and approves it by March 1. Council approval is not required because it is a right granted the collectors under the agreements. The CPI adjustment effective June 1, 2010 will result in a 0.05% increase in rates.

Special Rate Review increases can be considered for certain “eligible items” listed in the agreements, one of which is the increase the collectors are requesting. Special Rate Review increases must withstand ratepayer challenge and receive Council approval through the Proposition 218 process. The collectors are responsible for all costs associated with the Proposition 218 process.

Proposition 218 requires that ratepayers be notified 45 days before a public hearing held to consider a rate increase. The notice must contain the time, date, and place of the hearing, the amount of the potential increase, and the reason(s) for the increase. Prior to, or during the hearing, ratepayers may submit written protests to the City Clerk. After receiving public comment at the hearing, the Mayor asks the City Clerk to report the number of protests received. If a majority of ratepayers have submitted protests, the increase is rejected without further consideration. If less than a majority have submitted protests, the Council can approve all, some, or none of the proposed increase. If the Council approves some or none of the requested increase, the collectors’ only recourse would be to file a petition for writ of mandate with a court of law. The court could grant or deny the petition. If granted, the City would be mandated to implement the requested rate increase.

Present Situation

The following tables show typical residential and commercial solid waste collection services, current rates, current rates plus the 0.05% CPI adjustment, and current rates plus the CPI adjustment plus the proposed Special Rate Review increase, should it be approved at the April 27, 2010 hearing.
March 2, 2010

AUTHORIZE THE MAILING OF PROPOSITION 218 PUBLIC NOTICES AND SCHEDULE A PUBLIC HEARING TO CONSIDER A PROPOSED INCREASE IN SOLID WASTE RATES

Residential Rate (typical)

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Current Rate/mo.</th>
<th>Current Rate + Annual CPI Rate Increase (0.05%)</th>
<th>Current Rate + Annual CPI + Proposed Rate Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-gallon trash container</td>
<td>$20.95</td>
<td>$20.96</td>
<td>$21.01</td>
</tr>
<tr>
<td>60-gallon trash container</td>
<td>$26.51</td>
<td>$26.52</td>
<td>$26.63</td>
</tr>
<tr>
<td>90-gallon trash container</td>
<td>$32.08</td>
<td>$32.10</td>
<td>$32.26</td>
</tr>
</tbody>
</table>

Commercial Rates (typical)

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Current Rate/mo.</th>
<th>Current Rate + Annual CPI Rate Increase/per mo. (0.05%)</th>
<th>Current Rate + Annual CPI + Proposed Rate Increase/per mo.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 cubic yard 1 time/wk</td>
<td>$156.62</td>
<td>$156.70</td>
<td>$157.33</td>
</tr>
<tr>
<td>3 cubic yard, 3 times/wk</td>
<td>$357.20</td>
<td>$357.38</td>
<td>$359.28</td>
</tr>
<tr>
<td>4 cubic yard, 1 time/wk</td>
<td>$173.08</td>
<td>$173.17</td>
<td>$174.01</td>
</tr>
<tr>
<td>4 cubic yard, 3 times/wk</td>
<td>$449.51</td>
<td>$449.73</td>
<td>$452.26</td>
</tr>
</tbody>
</table>

FINANCIAL SUMMARY

The franchisees are responsible for all costs associated with the Special Rate Review and Proposition 218 process. There is no impact to the City's General Fund.

Respectfully submitted,

APPROVED

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

KEVIN O'ROURKE
INTERIM CITY MANAGER

RM:MM:SL:sp
RESOLUTION AUTHORIZING THE MAILING OF PROPOSITION 218 PUBLIC NOTICES AND THE SCHEDULING OF A PUBLIC PROTEST HEARING FOR APRIL 27, 2010, TO CONSIDER A REQUEST FROM ALLIED WASTE AND WASTE MANAGEMENT FOR AN INCREASE IN SOLID WASTE RATES

City franchised solid waste collectors, Allied Waste and Waste Management have requested a rate increase to compensate them for a $1.00/ton increase in San Joaquin County’s landfill tipping fee surcharge; and

A Special Rate Review, done at collector expense, showed that an average $0.09/month increase in residential rates and a $0.05/cubic yard increase in commercial bin rates would be necessary to do this; and

A Proposition 218 ratepayer notice and protest hearing process, also done at collector expense, is required to consider the requested rate increase; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City is authorized to mail Proposition 218 public notices and schedule a public protest hearing for April 27, 2010, to consider a request from Allied Waste and Waste Management (collectors) for increases in residential and commercial rates due to a $1.00/ton increase San Joaquin County's landfill tipping fee surcharge.

2. That the City Manager is authorized to take the appropriate actions to carry out the intent and purpose of this Resolution.

PASSED, APPROVED and ADOPTED __________________________.

__________________________
ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

__________________________
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

City Atty: 
Review
Date Feb. 23, 2010

::ODMA\GRP\WISE\COS.PW.PW_Library:151358.1
TO: Mayor and City Council

FROM: Gustavo A. Durán, Interim Director
Revitalization Department

SUBJECT: AUTHORIZE ACQUISITION OF A STREET AND HIGHWAY EASEMENT
AND UTILITY EASEMENT FOR THE NORTH STOCKTON RAILROAD
GRADE SEPARATIONS AND BRIDGE REPLACEMENTS PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the acquisition of a Street and Highway Easement and Utility Easement over a portion of the property located along Eight Mile Road (APN # 059-030-22) owned by Inder Singh, Trustee in the amount of $75,000 for the North Stockton Railroad Grade Separations Project. In addition, there may be up to $6,000 in miscellaneous closing costs. The total up to $81,000 will be required for the acquisition.

SUMMARY

In regards to the North Stockton Grade Separations Project, an agreement has been negotiated with Inder Singh, Trustee for the acquisition of a Street and Highway Easement and Utility Easement over a portion of the property located along Eight Mile Road (APN # 059-030-22) in the amount not to exceed $81,000 (map attached). This acquisition is for the construction of the Union Pacific railroad grade separation west of Lower Sacramento Road.

DISCUSSION

Background

In 1990, the City Council identified the need to provide railroad grade separations at a number of locations including the following:

- Eight Mile Road at Union Pacific Railroad (near Elkhorn Golf Course)
- Eight Mile Road at Union Pacific Railroad (near Cannery Park)
- Lower Sacramento Road at Union Pacific Railroad

In 1994, the City Council adopted a specific plan for Eight Mile Road that identified the need for an eight-lane facility and the two Eight Mile Road grade separations noted above. This proposed acquisition will allow for the grade crossing on Eight Mile Road at the Union Pacific Railroad near Cannery Park (map attached).

The improvements proposed with this project will create safer crossings, while addressing

AGENDA ITEM 6.05
current and future traffic demands. These improvements are also necessary, as the Public Utilities Commission regulations typically will not allow the widening of existing at-grade railroad crossing if a grade-separated crossing is feasible.

Present Situation

The owners of the property located on Eight Mile Road (APN #059-030-22), Inder Singh, Trustee, have agreed to the City’s negotiated offered price in the amount of $75,000. In addition, up to $6,000 will be needed for miscellaneous closing costs for a total cost of up to $81,000. Funds are available in the project account to cover this transaction.

ENVIRONMENTAL CLEARANCE

With regard to environmental clearance, the Initial Study/Final Mitigated Negative Declaration (IS7-07 and errata) and adopting the Findings and Mitigation Monitoring/Reporting Program for the North Stockton Railroad Grade Separations and Bridge Replacements, Project No. 05-17, was approved by City Council on November 6, 2007, by way of Resolution 07-0457. IS7-07 also found that the project is consistent with the 1990 General Plan.

FINANCIAL SUMMARY

The cost of the acquisition is $75,000, plus up to $6,000 in estimated closing costs (up to $81,000), will be paid from Project Account No. 399-9716, Eight Mile Road Union Pacific Railroad West Grade Separation Project.

Respectfully submitted,

GUSTAVO A. DURÁN, INTERIM DIRECTOR
REVITALIZATION DEPARTMENT

GD:RC:at

APPROVED BY

KEVIN O’ROURKE
INTERIM CITY MANAGER
RESOLUTION AUTHORIZING THE ACQUISITION BY THE CITY OF STOCKTON OF A STREET AND HIGHWAY EASEMENT AND UTILITY EASEMENT INTEREST, VIA EASEMENT DEEDS, HEREINAFTER MORE PARTICULARLY DESCRIBED FROM INDER SINGH, TRUSTEE OF THE INDER SINGH LIVING TRUST, AND AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS AND AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS AS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. It is hereby declared that the City's acquisition of the easement interests from Inder Singh, Trustee, via Easement Deeds, for the North Stockton Grade Separations and Bridge Replacements Project is necessary for a public purpose.

2. That the City of Stockton hereby authorizes its acquisition of the easement interests from Inder Singh, Trustee, via Easement Deeds, for the North Stockton Grade Separations Project and described in the "Agreement for Purchase and Sale of Real Property Interest" ("Agreement"), which is attached as Exhibit "A" and incorporated by this reference.

3. That the City Council hereby approves the total purchase price of said easement interests to be acquired in the sum of Seventy-Five Thousand Dollars ($75,000) plus up to Six Thousand Dollars ($6,000) in closing costs.

4. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreements.

5. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated by this reference.

6. With regard to environmental clearance for the grade crossings, the Initial Study/Final Mitigated Negative Declaration (IS7-07 and errata) and adopting the Findings and Mitigation Monitoring/Reporting Program for the North Stockton Railroad Grade Separations and Bridge Replacements, Project No. 05-17, was approved by City Council on November 6, 2007, by way of Resolution 07-0457. IS7-07 also found that the project is consistent with the 1990 General Plan.
7. That the City Manager is hereby authorized and directed to execute the Agreements and any documents necessary to carry out the purposes hereof, and the City Attorney is directed to cause the recordation of the appropriate documents.

PASSED, APPROVED and ADOPTED ____________________________

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
EXHIBIT "A"

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY INTEREST

This AGREEMENT dated ______________ is made and entered into by and between THE CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, hereinafter called "Buyer", and INDER SINGH, Trustee of the Inder Singh Living Trust hereinafter called "Seller".

WITNESSES THAT:

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Seller agrees to grant to Buyer, and Buyer agrees to purchase from Seller, a street and highway easement and a PG&E easement in that certain real property, herein called "the Property", situated in the County of San Joaquin, State of California, described in Exhibit "A & B" attached hereto and incorporated by this reference, upon the terms and conditions herein set forth.

2. The total purchase price for the easement interests shall be the sum of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00). The purchase price represents a negotiated amount for the property. No attempt has been made to assign value to any lesser interest in the Property, including any leasehold estate. The purchase price, therefore, is the total price for the Property without distinction or separation for various interests that may be held in the Property. Seller shall be responsible for any apportionment or allocation of the purchase price if required for separately held interests that may exist.

   Included in the purchase price as stated herein is compensation for existing improvements on the Property, including but not limited to the following: Vines with no contributory value.

3. Except as otherwise expressly provided herein, all costs of title insurance and documentary transfer taxes, if any, shall be paid by Buyer.

4. Title to the easement interest in the Property shall be delivered free and clear of all liens, encumbrances, conditions, restrictions, easements, rights of possession, and leasehold interests excepting only such matters of title specifically waived in writing by the Buyer. Seller shall provide Buyer with a Release of Lien or Consent to Easement from each holder of a mortgage and/or deed of trust that is a lien against the Property. The balance of the unpaid principal and interest due on any note or notes secured by mortgages, deeds of trust, or other lien on the subject property, up to and including the amount to be paid Seller under the terms of this Agreement, shall be deducted from the purchase price and paid to the persons or entities entitled thereto, if they so require. In such event,
prepayment penalties, if any, together with trustee's fees and recording costs will be paid by Buyer. Seller shall provide Buyer with a Consent to Easement from each Lessee having a leasehold interest in the property, or from any other party claiming to have an interest in the property. Those matters of title specifically waived by the Buyer are as follows:

(a) Current property taxes, including general and special taxes and assessments collected therewith, which shall be allocated pursuant to applicable sections of the Revenue and Taxation Code;

(b) The lien of supplemental taxes, if any, assessed pursuant to the provisions of chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;

(c) Such other matters affecting title to, or use of, the Property which are approved in writing by Buyer.

5. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property, except as otherwise expressly set forth herein or arising from the subject easement interest being acquired, shall be paid by Seller.

6. For the purpose of conveying the herein described easement to Buyer, Seller shall execute, acknowledge, and deliver to Buyer an easement deed for recordation, in accordance with this Agreement.

7. Seller grants to Buyer, its employees, agents, and contractors, permission to enter upon the Property prior to the close of escrow for the purpose of constructing the North Stockton Railroad Grade Separations and Bridge Replacements and accomplishing all incidents necessary thereto. It is understood that this permission is not a waiver in any way of the right of compensation for the easement interest that is the subject of this agreement or of any remedy authorized by law to secure payment thereof, or a waiver of any right to seek just compensation for the property rights to be granted. The right of the Buyer to enter said property shall commence upon the effective date of this agreement and shall remain in effect until it is terminated by mutual agreement or until the North Stockton Railroad Grade Separations and Bridge Replacement Improvements have been completed in the vicinity of Seller's property. Buyer shall indemnify and hold Seller harmless from any liability resulting from the use and occupancy of said property under this provision. Seller agrees to notify its tenants, if any, of Buyer's right to enter the Property.

8. Seller hereby states that, to the best of Seller's knowledge, during the period of Seller's ownership of the Property, there have been no known underground storage tanks or related equipment nor known existence,
disposal, storage, releases or threatened releases of hazardous materials, substances or hazardous wastes on, from or under the Property. Seller further represents that Seller has no knowledge of any underground storage tanks or related equipment nor knowledge of the existence, disposal, release, or threatened release of hazardous materials, substances or hazardous wastes, on, from, or under the Property which may have occurred prior to Seller taking title to the Property.

The term "hazardous materials" when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9001-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25, and any state and federal underground tank laws, rules and regulations. "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

The acquisition price of the Property being acquired in this transaction reflects the negotiated value for the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances or materials which require mitigation under federal or state law, Buyer may elect to recover its cleanup costs from those who caused or contributed to the contamination. If Buyer should discover any hydrocarbonous substances or any hazardous substances or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for investigation, corrective or remedial action on, in or under the Property, Buyer shall immediately notify Seller in writing of the same, and if such discovery is made after the close of escrow, Buyer shall cause the condition to be corrected or remedied in accordance with applicable law.

The representations and promises made in this paragraph are intended to, and shall survive the execution, delivery and recordation of the deed referenced in paragraph number 6.

9. Buyer warrants to Seller that Buyer has not used the services of a real estate broker. Seller shall be responsible at Seller's sole expense for real estate brokerage fees or commissions, if any.
10. Seller and Buyer shall, upon request by the other, execute, acknowledge, and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.

11. Time is of the essence in this Agreement.

12. In the event that Seller is unable to convey to Buyer the Property as herein provided prior to January 28, 2010, then Buyer, at its option, may terminate and cancel this Agreement and, in such event, Buyer shall in no manner be further obligated by the terms of this Agreement.

13. If suit should be brought for any sum due or the enforcement or declaration of any right or obligation hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

14. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer's address: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

Seller's address: Inder Singh
14444 Ray Road
Lodi, CA 95242

15. This Agreement is subject to final approval of the City Council of the City of Stockton.

16. Seller represents, warrants and covenants to Buyer as of the date of this Agreement and as of the date of the recording of the Easement Deed transferring the Property to the Buyer (the "Closing"), as follows:

a. No Condemnation. To the best of the Sellers' knowledge, there are no pending or threatened condemnation or similar proceedings affecting the Property, or any portion thereof, nor does the Seller have any knowledge that any such action is contemplated.
b. No Proceedings. To the best of the Seller's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against or affecting the Property. Seller has not received and is not aware of any notice from any public buyer or entity with respect to any current or future proceeding against or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future hazardous materials at the Property.

c. No Violation of Law. Seller represents and warrants that, to the best of the Seller's knowledge, as of the date of this Agreement and as of the Closing, the Property is not in violation of any law, ordinance or regulation of any governmental authority including those relating to the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.

d. Clear Title. Seller represents and warrants that Seller is the owner of the Property and has marketable and insurable fee simple title to the Property free of restrictions, leases, liens and other encumbrances, except for the exceptions permitted pursuant to paragraph 4, above. During the term of this Agreement, Seller shall not convey or accept any offer to convey the Property or any portion of the Property nor shall Seller encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion.

e. Contracts. Seller hereby covenants, represents, and warrants that at the Closing, there will be no contracts, licenses, commitments, or undertakings concerning maintenance, operation, or repair of the Property or equipment on the Property, or the performance of services on the Property, including payment for such services performed prior to Closing, or the use of the Property or any part of it, by which Buyer would become obligated or liable to any person. If any person or entity makes a lawful claim for payment for services performed prior to Closing (other than services provided to Buyer), Seller will be obligated to pay or cause to be paid such claim prior to Closing, subject to Seller's right to contest the validity of such claim. If any such claim for services performed prior to Closing (other than services provided to Buyer) is made after the Closing, Seller shall indemnify, defend, and hold Buyer harmless from any and all claims, demand, or liability. This duty of defense and indemnification shall survive the Closing.
f. No Default. Seller hereby covenants, represents, and warrants that, to the best of Seller's knowledge and belief, Seller has received no notice of any default under any contract, transaction, agreement, encumbrance, or instrument pertaining to the Property, which has remained uncured as of the date of this Agreement. The obligation to notify Buyer of notices of default shall extend to the Closing.

17. Page numbering references in this agreement do not apply to exhibits or other attachments. Diagrams, maps and/or drawings attached to this agreement, if any, are provided for illustrative purposes only. In the event of conflict with a written description, the written description shall control.

18. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns.

19. This agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Seller and Buyer.
20. The undersigned represent and warrant they are duly authorized to execute this Agreement and to bind the parties.

Dated: ____________

"SELLER"

INDER SINGH, Trustee

"BUYER"

CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California

KEVIN O’ROURKE.
INTERIM CITY MANAGER

APPROVED AS TO FORM AND CONTENT

By: ______________

ASSISTANT CITY ATTORNEY
EXHIBIT "A"

THIS EXHIBIT HAS BEEN COMPILED FROM RECORD DATA AND IS NOT BASED UPON A FIELD SURVEY

SEC. 33
T. 3 N., R. 6 E., M.D.B.&M.

BASIS OF BEARINGS

BEARINGS AND DISTANCES USED HEREON ARE BASED UPON THE CITY OF STOCKTON CONTROL SURVEY (COSCS) FILED IN BOOK 33 OF SURVEYS, PAGE 20, SAN JOAQUIN COUNTY RECORDS. DISTANCES ARE IN US SURVEY FEET, MULTIPLY DISTANCES SHOWN BY 1.000005344 TO OBTAIN GROUND LEVEL DISTANCES.

LINE TABLE

1. N01°36'32"E 80.01'
2. NORTH 78.98'

Existing PG&E Easement To Be Abandoned

PARCEL 03-01
0.657± Acres 28,619± SQ FT

SINGH
I.N. 01007390

25' PG&E Easement (I.N. 900556309)

POINT OF BEGINNING

EIGHT MILE ROAD

APPROXIMATE FLOW LINE
PIXLEY SLough

DESTINATIONS, UNIT NO. 1
40 M&P 84

LEGEND

DOC.# = DOCUMENT NUMBER
I.N. = INSTRUMENT NUMBER
M&P = MAPS AND PLATS
NTS = NOT TO SCALE
O.R. = OFFICIAL RECORDS
PM = PARCEL MAP
UPRR = UNION PACIFIC RAILROAD

Prepared By: Mark Thomas & Co., Inc.
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826

GRAPHIC SCALE

0' 100' 200' 400'

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

APRVD. BY:

APPROVED BY:

CITY ENGINEER

4-2009

4524.6 A
EXHIBIT "A"
EIGHT MILE ROAD/UPRR GRADE SEPARATION

PARCEL 03-01, STREET EASEMENT
APN 059-030-22

All that property situate in the County of San Joaquin, State of California, being a portion of the property described in the Grant Deed to Inder Singh, Trustee of the Inder Singh Living Trust, recorded January 19, 2001 as Instrument Number 01007390, Official Records of San Joaquin County, more particularly described as follows:

Commencing at the southeast corner of said Section 33, as shown on that certain Map, filed in Book 19 of Parcel Maps, Page 140, San Joaquin County Records; thence North 01°36'32" East, 80.01 feet to the southwest corner of Parcel 2 as shown on said map, also being the northerly line of Eight Mile Road, as shown on said Map; thence along last said northerly line, North 89°14'01" West, 1,339.04 feet to the southwest corner of said Property and the Point of Beginning; thence leaving last said northerly line and along the westerly line of said Property, North 78.98 feet; thence leaving last said westerly line, South 83°01'27" East, 730.14 feet to last said northerly line; thence along last said northerly line, North 89°14'01" West, 724.80 feet to the Point of Beginning.

Containing 28,619 square feet or 0.657 acres, more or less.

Bearings and distances used in the above descriptions are based upon the City of Stockton Control Survey (COSCS) filed in Book 33 of Surveys, Page 20, San Joaquin County Records. Distances are in US Survey feet, multiply the distances shown above by 1.00005344 to obtain ground level distances.
EXHIBIT "A"

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Albert De Leon, LS 7716
License expires 03-31-2011

March 17, 2009
Date
EXHIBIT "B"

THIS EXHIBIT HAS BEEN COMPILED FROM RECORD DATA AND IS NOT BASED UPON A FIELD SURVEY. T. 3 N., R. 6 E., M.D.B.&M.

BASIS OF BEARINGS
BEARINGS AND DISTANCES USED HEREON ARE BASED UPON THE CITY OF STOCKTON CONTROL SURVEY (COSCS) FILED IN BOOK 33 OF SURVEYS, PAGE 20, SAN JOAQUIN COUNTY RECORDS. DISTANCES ARE IN US SURVEY FEET, MULTIPLY DISTANCES SHOWN BY 1.00005344 TO OBTAIN GROUND LEVEL DISTANCES.

LINE TABLE
1. NO1'36"32'E 80.01'
2. NORTH 78.98'
3. S89'14"01'E 231.14'
4. SOUTH 25.19'

PARCEL 03-02
0.353± Acres
15,385± SQ FT

NEW R/W

POINT OF BEGINNING

APPROXIMATE FLOW LINE
PIXLEY SLough

DESTINATIONS, UNIT NO. 1
40 M&P B4

LEGEND
DOC.# = DOCUMENT NUMBER
I.N. = INSTRUMENT NUMBER
M&P = MAPS AND PLATS
NTS = NOT TO SCALE
O.R. = OFFICIAL RECORDS
PM = PARCEL MAP
UPRR = UNION PACIFIC RAILROAD

GRAPHIC SCALE

Prepared By: Mark Thomas & Co., Inc.
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826

NO. REV. DATE By APRVD.
EIGHT MILE ROAD/UPRR GRADE SEPARATION
PARCEL 03-02 PG&E EASEMENT
APN 059-030-22

SCALE
CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

4524.7 A
EXHIBIT "B"

EIGHT MILE ROAD/UPRR GRADE SEPARATION

PARCEL 03-02, PACIFIC GAS AND ELECTRIC EASEMENT
APN 059-030-22

All that property situate in the County of San Joaquin, State of California, being a portion of the property described in the Grant Deed to Inder Singh, Trustee of the Inder Singh Living Trust, recorded January 19, 2001 as Instrument Number 01007390, Official Records of San Joaquin County, more particularly described as follows:

Commencing at the southeast corner of said Section 33, as shown on that certain Map, filed in Book 19 of Parcel Maps, Page 140, San Joaquin County Records; thence North 01°36'32" East, 80.01 feet to the southwest corner of Parcel 2 as shown on said map, also being the northerly line of Eight Mile Road, as shown on said Map; thence along last said northerly line, North 89°14'01" West, 1,339.04 feet to the southwest corner of said Property; thence leaving last said northerly line and along the westerly line of said Property, North 78.98 feet to the Point of Beginning; thence leaving last said westerly line South 83°01'27" East, 499.00 feet to the northerly line of the 25 foot wide PG&E easement recorded June 6, 1990 as Instrument Number 90056309, Official Records of San Joaquin County, being a line parallel with and lying 25.00 feet northerly of the northerly line of said Eight Mile Road; thence along said northerly line of PG&E easement and said parallel line, South 89°14'01" East, 231.14 feet; thence leaving the northerly line of Instrument Number 90056309 North 83°01'27" West, 731.84 feet to last said west line; thence along last said west line, South 25.19 feet to the Point of Beginning.

Containing 15,385 square feet or 0.353 acres, more or less.
EXHIBIT "B"

Bearings and distances used in the above descriptions are based upon the City of Stockton Control Survey (COSCS) filed in Book 33 of Surveys, Page 20, San Joaquin County Records. Distances are in US Survey feet, multiply the distances shown above by 1.00005344 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Albert De Leon, LS 7716
License expires 03-31-2011

March 17, 2009
Date
MINUTES
CITY
COUNCIL/REDEVELOPMENT AGENCY CONCURRENT
FEBRUARY 9, 2010

CITY HALL
CITY COUNCIL
CHAMBERS
STOCKTON, CALIFORNIA

C-1.  CC/RD CALL TO ORDER / ROLL CALL

Roll Call
Present:
Councilmember Eggman
Councilmember Fritchlen
Councilmember Lowery
Vice Mayor Miller
Mayor Johnston

Absent:
Councilmember Holman, and Councilmember Martin.

Note: Councilmember Holman arrived to Closed Session at 3:31 p.m.

Councilmember Martin arrived to Closed Session at 4:40 p.m.

C-2.  CC/RD ANNOUNCEMENT OF CLOSED SESSION

C-2.1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Number of Cases: One

Name of Case: Ralph L. White v. City of Stockton, et al.
(San Joaquin County Superior Court Case No. SV254167)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

C-2.2) CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Number of Cases: One

Based on existing facts and circumstances there is significant exposure to litigation pursuant to Government Code section 54956.9 (c)

C-2.3) CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Kevin O'Rourke; Dianna Garcia

Employee Organizations; Unrepresented Units: Stockton City Employees' Association; Operating Engineer's Local 3; Mid-Management/Supervisory Level Unit; Unrepresented Management/Confidential; Law Department; Stockton Police Management Association; Stockton Firefighters Local 456 International Association of Firefighters; Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

C-2.4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Interim City Manager

This Closed Session is authorized pursuant to Government Code Section 54957

C-2.5) PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

This Closed Session is authorized pursuant to Government Code section 54957

C-4. CC/RD ADJOURN TO CLOSED SESSION

The Council recessed to Closed Session at 3:31 p.m. The Council returned from Closed Session and recessed at 5:05 p.m. The Council reconvened at 5:32 p.m., at which time City Attorney Ren
Nosky announced that no reportable action was taken in Closed Session. The meeting that was convened for the purpose of closed session adjourned at 5:32 p.m.

Bonnie Paige

for

KATHERINE GONG MEISSNER
CITY CLERK OF THE CITY OF
STOCKTON
SECRETARY REDEVELOPMENT AGENCY
MINUTES
SPECIAL CITY COUNCIL
FEBRUARY 9, 2010

Council Chamber, City Hall
425 N. El Dorado Street,
5:30 p.m.

STOCKTON, CALIFORNIA

SPECIAL MEETING - JOINT STOCKTON CITY COUNCIL/PLANNING COMMISSION

I. ROLL CALL 5:30 PM

Roll Call 5:32 PM
Present:
Councilmember Eggman
Councilmember Fritchen
Councilmember Holman
Councilmember Lowery
Councilmember Martin
Vice Mayor Miller
Mayor Johnston

Planning Commissioners:

Chair Kontos - Present
Vice Chair Fugazi - Absent
Commissioner Davis - Present
Commissioner Smith - Present
Commissioner Surritt - Present
Commissioner Fant - Present
Commissioner Hatch - Present

Note: Vice Chair Fugazi arrived at 5:33 p.m.

II. PUBLIC COMMENT 5:34 PM

Before public comment was taken, City Attorney Ren Nosky announced that no reportable action was taken in Closed Session that was held earlier this evening. 5:35 PM

The following public comments were made either in support or
opposition to Medical Marijuana Dispensaries, the subject matter of this special meeting:

Rollie Rhoades - support
Tocan Nguyen - opposed
Mary Wanda - support
Marlene Good - support
Steven Cort - concerns regarding the Day Care Center
Kathy Bush - opposed
Ruben Venagas - support

III. MEDICAL MARIJUANA 5:50 PM

City Attorney Ren Nosky provided a staff report to the Council and Planning Commissioners with the aid of a PowerPoint presentation (filed).

Other City Staff providing information included:

Mike Niblock, Director of the Community Development Department
Deputy Chief Mark Helms, Police Department
Detective Dan Zwicky
Sgt. Cliff Johnson
Lt. Eric Ingersoll 5:51 PM

Questions or concerns posed by the Council or Planning Commissioners included the following:

-what is the position of the California Police Chiefs Association regarding legalizing marijuana?
-marijuana homes in the Stockton and surrounding areas;
-does State law allow medical marijuana users to grow marijuana in their homes?
-control on the number of plants that can be cultivated;
-biggest issue the Police faces regarding marijuana;
-is Public Hearing required?
-components of ordinance - security requirements/operational standards;
-regulatory compliance that the Police Department would be involved in;
-requirement for health security;
-is the County looking at any ordinance relative to medical marijuana?
-video surveillance - keep tapes for a certain amount of time;
-Police inspection - right to inspect entire building;
-consequences if regulations are ignored;
-supplementary types of services;
-monitor these types of uses;
-is it possible for dispensaries to coordinate with other types of businesses; are they stand-alone?
-revocation of business license; specific business opened under false pretense - are they open or closed and how is the City regulating this business;
-how will the dispensaries be selected if the City limits the number to three?
-is it possible to exclude any organization operating outside of the City's regulations?
-need to come up with a way to identify organizations not following City regulations;
-bonding requirements;
-is there an age limit to obtain a Doctors permission to use marijuana?
-how many dispensaries are operating currently;
-selection of who gets the permit;
-Dispensaries should be cooperatives, not retail; specific use;
-does the city face any legal challenges relating over-regulating; sales tax; permit fees; Oakland Tax Law Prop 218;
-has City done any cost analysis for cost recovery?
-hours of operation;
-any cities that impose regulations similar to the ABC regarding marijuana?
-Los Angeles dispensaries; regulations;
-abuse of Doctors to write notes for medical marijuana;
-steps for processing the Doctor's note;
-how do the cards fit into the process?
-who issues the medical cards?
-1,000 feet measurement;
- South San Francisco - cultivation;
- churches - 300 foot separation;
- transitional housing and on-sale bar with general alcohol;
- separation from other uses - property lines?
- questions regarding the City of Ripon; cultivation; consumption;
- information relayed by Deputy Chief Helms as to correlation to the zoning districts and use location;
- affect of a marijuana dispensary in the Downtown;
- affect in a residential neighborhood; residential development;
- Port District location - homeland security;
- Exhibit A in the staff report presented to the Council and Commissioners; bans, prohibitions, and moratoriums;
- Exhibit B - small number of authorized facilities;
- terms of the commercial Downtown zone-boundaries;
- within the City's power to regulate how many dispensaries are allowed in the city; nuisance in the community;
- variety of potential zones - Downtown, Port not appropriate

The Council recessed at 7:27 p.m. and reconvened at 7:35 p.m.

Additional public comment on the issue of Medical Marijuana Dispensaries was taken at this time:

Paul Mack - dated information; additional research

Lynn F. Smith, owner Pathways Health Cooperative - model for all cooperatives; working with City and City officials; regulate cooperatives

Craig Litwin, Consultant - advancing tax issues that Oakland has passed; regulation of dispensaries; Industrial District

Joel Marsall, Founder, Delta Health and Wellness, Sacramento, CA - compliance; Delta Health & Wellness flyer dated February 9, 2010 (filed).

Bob Tallant - change for the good; compassion; helping the community

Matt Leandro - ordinance; oversight committee; California Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, dated August 2008 (filed); Memorandum
dated October 19, 2009 from David W. Ogden, Deputy Attorney General, U.S. Department of Justice, regarding Investigations and Prosecutions in States Authorizing the Medical Use of Marijuana (filed).

Sean Becker - regulated ordinance; competitive process; community involvement

Ramiro Reyes - regulate, 6 month review; Local and Federal Laws; revenue

Frank M. Lozano - moratoriums; close down Pathways

Ralph White - 3 dispensaries not enough based on the population in Stockton; not all need to be in the Industrial zone

James Anthony, Counselor & Attorney at Law - Initiatives to create regulations on medical cannabis; City of Oakland; revenue

Mark Cianci - need for edibles

Gary Malloy - opposes Pathways Health Cooperative

Councilmember Martin - healthy environment for our community; addiction prevention; ease of obtaining a card

Councilmember Lowery - Doctors on-site at facilities

The following responded to Councilmember Lowery's question:

Joel Marsall, Founder, Delta Health & Wellness
Craig Litwin, Consultant
James Anthony, Attorney at Law

Councilmember Martin - cap on dispensaries in Oakland; how the dispensaries were selected

James Anthony, Attorney at Law responded

Commissioner Davis - location of Pathways Health Cooperative

Mayor Johnston recommended moving this subject to the Planning
Commission; direct City staff to develop an ordinance that would be brought before the Planning Commission for review that speaks to the many issues that have been discussed, taking into account the input provided this evening and following up on the information regarding specific issues and using the newest and latest research, not dated information.

Mayor Johnston urged City staff to contact and work with some of the speakers who provided information during this Study Session.

Interim City Manager Kevin O'Rourke - clarified direction from Council

City Attorney Ren Nosky - addressed the issue of adopting a moratorium

Mayor Johnston - directed staff to move forward quickly

Vice Mayor Miller - spend time on cost recovery; permit fees; increased public safety costs; process in place to guarantee a coop/non-profit type of organization; selection process in place

Mayor Johnston - edibles

James Rosado - edibles and how they are packaged; contaminated marijuana

IV. ADJOURNMENT 8:32 PM

Bonnie Paige

KATHERINE GONG MEISSNER
CITY CLERK OF THE CITY OF STOCKTON
NEW BUSINESS

8.01) CC FRENCH CAMP ROAD/INTERSTATE 5 INTERCHANGE RECONSTRUCTION AND MANTHEY ROAD RELOCATION PROJECT
TO: Mayor and City Council

FROM: Robert Murdoch, Director
Public Works Department

SUBJECT: FRENCH CAMP ROAD / INTERSTATE 5 INTERCHANGE RECONSTRUCTION AND MANTHEY ROAD RELOCATION PROJECT NO. 99-01

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute Contract Change Order No. 3 with HDR Engineering, Inc. of Folsom, in the amount of $1,453,674 for the completion of final design plans, specifications, estimate, and environmental and right-of-way engineering services for the French Camp Road/I-5 Interchange Reconstruction and Manthey Road Relocation Project, for a total project cost of $4,938,779. It is further recommended that the resolution authorize the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Summary

The Sperry Road Extension project consists of three components: 1) extension of Sperry Road from Performance Drive to French Camp Road; 2) reconstruction of French Camp Road/I-5 Interchange; and 3) relocation of a portion of Manthey Road west of I-5. On February 21, 2006, HDR Engineering, Inc. was awarded a contract to prepare plans, specifications, and an estimate for project components 2 and 3 in the amount of $3,151,089. To date, a total of two contract change orders have been processed in the amount of $334,016. Contract Change Order No. 1 ($14,554) was for preparing the grant application to the California Public Utilities Commission for grade separation funds. Contract Change Order No. 2 ($319,462) was for additional project management services due to additional time (14 months) to complete environmental clearance work, the addition of 12 right-of-way acquisition parcels, and additional mapping and right-of-way staking services.

Contract Change Order No. 3 in the amount of $1,453,674 is for additional services due to the requirement to execute the revised Freeway Agreement with San Joaquin County, securing Federal Highway Administration approval of federal right-of-way funds, and Caltrans right-of-way process time to secure California Transportation Commission approval for Resolution of Necessity for condemnation of required project right-of-way; to comply with new Caltrans right-of-way process requirements; to accommodate four design revisions to the Manthey Road alignment to be consistent with the Weston Ranch Town Center development; to accommodate City and Caltrans added design work; to conduct additional environmental studies due to added design work; to prepare utility relocation plans for City utilities impacted by the project; to conduct a San Joaquin County Hospital Access traffic study; and to prepare the Trade Corridor Investment Fund grant application...
that the City used to successfully secure $30 million in Proposition 1B funding for the Sperry Road Extension project. This work added 26 months to the project schedule.

There is no impact to the City’s General Fund. Currently, the project plans, specifications, and estimate are 90 percent complete. Caltrans staff has started right-of-way acquisition, which will be completed by Fall 2010.

DISCUSSION

Background

Sperry Road is a two-lane roadway between Airport Way and McKinley Avenue. The lack of a Sperry Road connection to I-5 increases the pressure on existing facilities, such as Martin Luther King Jr. Boulevard/Charter Way, Crosstown Freeway, McKinley Avenue, and French Camp Road. The City is experiencing substantial development of commercial and industrial lands in South Stockton adjacent to the Stockton Metropolitan Airport, and west of I-5 between Downing Avenue and south of French Camp Road that creates additional east-west traffic demands. In response to the transportation needs in South Stockton, the City’s General Plan identified a need to provide a continuous route between Interstate 5 and State Route 99 by extending Sperry Road to French Camp Road and reconstructing the I-5/French Camp Road Interchange.

The project was divided into three major components: 1) extension of Sperry Road from Performance Drive to French Camp Road; 2) reconstruction of French Camp Road/I-5 Interchange; and 3) relocation of a portion of Manthey Road west of I-5.

The extension of Sperry Road (component 1) will extend and realign approximately 6,500 feet of Sperry Road from Performance Drive to French Camp Road just east of I-5. The extension will require the construction of an elevated four-lane roadway and bridges crossing three railroads, two roadways, and French Camp Slough. The project will also install retaining walls and roadway lighting. Ultimately, Sperry Road will be widened to eight lanes.

The reconstruction of the French Camp Road/I-5 Interchange and the Manthey Road relocation west of I-5 (components 2 and 3) are needed to accommodate anticipated traffic demands at the interchange, as build-out of the General Plan occurs along the Arch-Sperry Road corridor. Proposed modifications generally include the relocation/widening of the northbound and southbound on/off-ramps, signalization of the intersections, relocation of Val Dervin Parkway, and construction of northbound and southbound loop on-ramps. The interchange reconstruction will also realign a portion of Sperry Road and French Camp Road, and construct auxiliary lanes on I-5 between French Camp Road and Downing Avenue. The relocation of Manthey Road is required in order to provide adequate spacing
between southbound on/off ramp intersections on the west side of I-5 and Manthey Road in accordance with Caltrans highway design manual criteria.

To date, two contract change orders have been processed in the amount of $334,016. Contract Change Order No. 1 ($14,554.00) was for the preparation of the grant application to the California Public Utilities Commission for grade separation funds. Contract Change Order No. 2 ($319,462.00) was for additional project management services due to additional time required (14 months) to complete environmental clearance work, the addition of 12 right-of-way acquisition parcels, and additional mapping and right-of-way staking services.

Present Situation

Currently, the final design of the French Camp Road/I-5 Interchange Reconstruction and relocation of a portion of Manthey Road west of I-5 is ninety percent complete. These two components play a key role in supporting anticipated growth and/or development in and around the interchange, as well as providing a suitable terminus for the extension of Sperry Road. In addition, reconstruction of the French Camp/I-5 interchange is important to ensure proper levels of service on both mainline I-5 and surrounding connector routes. The design of the Sperry Road extension from Performance Drive to French Camp Road started in July 2009, and will be completed in August 2010.

Contract Change Order No. 3 is due to the following:

- Additional project management and administration services due to additional time required to secure San Joaquin County approval of a revised Freeway Agreement; Caltrans approval of the Freeway Agreement to securing Federal Highway Administration approval to use federal right-of-way funds to start right-of-way acquisition for the project; Caltrans right-of-way review and approval process to secure California Transportation Commission approval for Resolution of Necessity for condemnation of project parcels. This will add an estimated 26 months to the project schedule. The additional time has extended the original project schedule from 17 months to 57 months, when added to the original contract schedule, plus the additional 14 months approved in Contract Change Order No. 2.

- To prepare the Trade Corridor Investment Fund grant application with which the City successfully secured $30 million in Proposition 1B funding for the Sperry Road Extension.

- Additional design services to prepare utility relocation plans to relocate an existing 24-inch diameter water line impacted by the project.
To perform utility potholing services to locate existing high and low risk utilities in conflict with the project.

To comply with new Caltrans environmental mitigation reporting requirements to document consultation, monitoring, and reporting required by permitting governmental agencies.

To conduct a Value Analysis Study to comply with Caltrans requirements. The value analysis realized a savings to the project of approximately $750,000.

To comply with Caltrans environmental requirements to prepare Noise Abatement Decision Report.

To perform right-of-way property line staking, per request of impacted property owners.

To comply with Caltrans right-of-way requirements to conduct Phase 2 Hazardous Materials Assessment, Soil Sampling, and Analysis and Certificate of Sufficiency document for all parcels required by the project.

To comply with new Caltrans right-of-way requirements for preparation of a second independent appraisal for parcels that appraised for more than $500,000, or are considered complex acquisition.

Additional design services to accommodate four revisions to the Manthey Road alignment to be consistent with the Weston Ranch Town Center development.

Additional design services to minimize/avoid right-of-way acquisition to existing properties, as a result of Level 1 and Level 2 property owner meetings to comply with Caltrans Resolution of Necessity right-of-way condemnation process.

Additional design services due to the installation of new Caltrans traffic signals at the ramp intersections.

Additional design services to comply with Caltrans requirements to relocate the existing northbound Changeable Message Sign to the south of the interchange.

Additional design services for the public art selection process including review of proposals, attending presentation and meetings, coordinating with the City's Public Art Manager, and the preparation of required plans, specifications, and estimate.
FRENCH CAMP ROAD/INTERSTATE 5 (I-5) INTERCHANGE RECONSTRUCTION AND MANTHEY ROAD RELOCATION, PROJECT NO. 99-01

(Page 5)

- Additional design services and coordination for the Sperry Road Specific plan alignment, associated right-of-way requirements, and road geometrics for the Sperry Road extension.

- Additional effort to comply with Caltrans right-of-way requirements for preparation and approval of Resolution of Necessity documents for condemnation of project parcels.

- Additional traffic study due to the realignment of Manthey Road south of French Camp Road. The traffic study will evaluate the effects of the realignment to the San Joaquin County Hospital complex access to secure San Joaquin County execution of the Freeway Agreement.

Completion of the plans, specifications, estimate and acquisition of the necessary rights-of-way is anticipated to be completed in the Fall of 2010.

Securing construction funding for the I-5/French Camp Interchange Reconstruction Project is critical to comply with the conditions in the Project’s environmental document. The environmental condition requires the I-5/French Camp Interchange Project be completed prior to opening of traffic lanes for the Sperry Road Extension Project. To prevent the loss of $30 million in Proposition 1B funding the City secured for the Sperry Road Extension Project, San Joaquin Council of Governments (SJCOC), in cooperation with the City, is making an application to capture anticipated $20 million in Proposition 1B Corridor Mobility Improvement Account (CMIA) project savings from the I-205 Auxiliary Lane Project in Tracy CA to the French Camp/I-5 Interchange Reconstruction Project. In the event CMIA funding does not become available, SJCOC has verbally committed to fund the project with Measure K funds. Construction is scheduled for Spring 2011.

FINANCIAL SUMMARY

Staff recommends that the City Manager be authorized to execute Contract Change Order No. 3 with HDR Engineering, Inc. in the amount of $1,453,674 for the completion of plans, specifications, estimate, and right-of-way engineering activities.

As of February 10, 2010, there was an unencumbered balance in the multi-funded project Account No. 399-9945-640, French Camp Road/I-5 Interchange and Sperry Road Extension in the amount of $14.3 million.

There is no General Fund money used in this project; therefore, there is no impact to the General Fund.
FRENCH CAMP ROAD/INTERSTATE 5 (I-5) INTERCHANGE RECONSTRUCTION AND MANTHEY ROAD RELOCATION, PROJECT NO. 99-01

(Page 6)

PREPARED BY: Ray Deyto, Associate Civil Engineer

Respectfully submitted,

[Signature]

ROBERT MURDOCH
PUBLIC WORKS DIRECTOR

APPROVED BY:

[Signature]

KEVIN O'ROURKE
INTERIM CITY MANAGER

::ODMA\GRPWISE\COS.PW.PW_Library:149155
Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 3
TO HDR ENGINEERING, INC. FOR THE FRENCH CAMP/I-5 INTERCHANGE
RECONSTRUCTION AND MANTHEY ROAD RELOCATION
IN THE AMOUNT OF $1,453,674

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. That Contract Change Order No. 3 in the amount of One Million Four
Hundred Fifty-three Thousand Six Hundred Seventy-four and No/100 Dollars
($1,453,674.00), between the City of Stockton and HDR Engineering Inc., for the French
Camp Road/I-5 Interchange Reconstruction and Manthey Road Relocation (Project No. 99-
01) is hereby approved.

2. That the City Manager is authorized and directed to execute said Contract
Change Order No. 3, a copy of which is attached as Exhibit A and incorporated by this
reference.

3. That the City Manager is further authorized to take appropriate actions to
carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED ____________________________.

ATTEST: ___________________________________________________________________
ANN JOHNSTON
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

CITY ATTY REVIEW __________
DATE __________
CITY OF STOCKTON

Contract Change Order No. 3

FRENCH CAMP ROAD/I-5 INTERCHANGE RECONSTRUCTION
AND MANTHEY ROAD RELOCATION
Project No. 99-01

Original Contract Price  $3,151,089
CCO No. 1-2  $334,016
CCO No. 3  $1,453,674
Revised Contract Price  $4,938,779

TO HDR Engineering, Inc. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

See attached proposal dated, November 30, 2009, and made a part hereof.

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 180 days extension of time will be allowed.

Accepted Date

________________________________________________________________________

HDR Engineering, Inc.
(Contractor)

By

________________________________________________________________________

Title

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

*Increase
Total cost of change not to exceed $1,453,674.00

Submitted By__________________________ Engineering Services Manager

Approval Recommended__________________ Public Works Director/City Engineer

Approved____________________________ 2010

_______________________________ Kevin O’Rourke, Interim City Manager

Approved - City Council Resolution No.

Available Funding Verified

APPROVED AS TO FORM & CONTENT:
CITY ATTORNEY

BY__________________________
DEPUTY CITY ATTORNEY

::OMA/GRPW/ECOS.PW.PW_Library:128465.1
January 7, 2010

Ray Deyto, Project Manager
City of Stockton
22 E. Weber Ave., Room 301
Stockton, Ca 95202-2317

RE: Proposed Contract Change Order No. 3: I-5/French Camp Road Interchange and Manthey Road Relocation

Dear Ray:

HDR requests a contract change order to increase the project budget $1,453,674. The basis for this request is the extended project schedule resulting from: delays in Project Approval & Environmental Documentation (PA&ED) due to greater than anticipated coordination and processing times by Caltrans and the Federal Highway Administration (FHWA), and delays in obtaining Cooperative and Freeway agreements with Caltrans and San Joaquin County which has delayed right-of-way activities. The extended project schedule has resulted in additional project management and administration activities and effort, additional scope, and meeting requirements by Caltrans. In addition, new scope and additional services have been requested by the City and are necessary to complete the current project phase.

Additional task and services provided by HDR include:

- On-going project management and coordination,
- Coordination and management of the right-of-way process,
- Additional design and design revisions to accommodate development plans,
- Design revisions to accommodate value analysis results and minimize costly right of way takes,
- Design coordination and effort to accommodate the architectural treatments developed by the City’s public art firm,
- Additional permit and environmental mitigation, coordination, and consultation requirements,
- Additional appraisal services and right-of-way engineering services necessary to meet Caltrans requirements,
- Design of utility relocations, and
- New environmental reviews and analysis, required by Caltrans and regulatory agencies.

The additional services and new scope requested in this Change Order have been previously described and discussed with the City, and are summarized below by Task.

**Task 1 – Project Management and Administration**

Delays in agency agreements and timely acquisition of funds have resulted in an extended right-of-way acquisition and project delivery schedule and HDR is requesting a commiserate increase to the project management and administration task budget. In addition, HDR is requesting budget for the effort to
prepare the Trade Corridor Improvement Fund (TCIF) application prepared for the City. The application led to the City successfully obtaining $30 million for the Sperry Extension project.

Task 2 – Public Involvement
The City has requested that project information be made available to post on the Caltrans website. HDR will prepare the information and coordinate with Judith Buehle Public Relations to post and maintain the information. HDR is proposing a reduction to Judith Buehle Public Relations budget of $7,500, as sufficient budget remains to accomplish the necessary work. The reduction in budget would be transferred to Task 1.

Task 3 – Permits
The team members from Mark Thomas and Co. are no longer participating in the project and HDR is requesting to reduce the sub-consultant budgets by $34,167, transfer that budget to HDR, and increase HDR’s budget by $61,502 for a total of $95,669 to accomplish the remaining permitting activities. These activities include obtaining the permits identified in the contract scope, and additional permits identified to be required during the completion of PA&ED and the development of design. HDR will prepare the mitigation plan, arborist study, and the Caltrans required “Redbook” that was not included in the original scope. Finally, HDR will perform additional consultation and reporting with Caltrans and the regulatory agencies that is required due to additional species requirements (USFWS and NMFS), as well as the necessary coordination with USACE and CVFCB for the Section 408 permit on the encroachment permit.

Task 4 – Utility Coordination
Additional coordination and time has been required for the utility relocations due to the extension of the project schedule. HDR has performed the on-going coordination efforts with the City and utility owners necessary for the utility relocations required on the project, including attending City quarterly utility meetings and on-going coordination with the owners. The proposed change is also necessary to prepare the utility relocation plans for MUD that was not included in the original project scope, to perform the required positive utility verifications in accordance with the scope and estimate submitted to the City previously, and for the additional effort required to coordinate with the unresponsive utility owner, Laymac, including identifying contractors that can determine the status of the existing utility. HDR is requesting an additional budget of $96,801 to accomplish these tasks.

Task 5 – Preliminary Design and Plans
To accommodate the Weston Ranch Town Center development, HDR has made several design revisions to the Manthey Road and French Camp Road plans to accommodate the planned development and their plans, including coordination with the developer’s engineer. In addition, Phase II Hazardous Material Assessment, soil sampling and analysis were performed as required by Caltrans to prepare a Certificate of Sufficiency and HSDD. At the request of the City, HDR participated in the public art selection process and the request includes the effort necessary to review submittals, coordinate with the City and Caltrans on the proposed features, and attend two public art selection meetings in addition to the effort estimated in the contract scope.

To accomplish these tasks, HDR requests a budget increase of $133,133.
Task 6 – Draft 60% and 95% PS&E

Under this task several areas of additional scope and effort have been identified and pursued in coordination with the City;

At the request of the City, several design revisions were necessary to accommodate changes at the Weston Ranch development after the preliminary design phase. The changes to the development required modification of the plans, including the geometrics, layouts, construction details, stage construction, signing and striping, and electrical elements.

Internal value engineering practices were employed by the HDR team to identify areas to reduce construction cost and provide savings to the City. These practices were also to respond to property owner concerns and minimize costly right of way takes. Cost savings to the City include removal of the retaining wall on the west side of I-5 north of the slough, revisions to the northbound off-ramp profile to minimize the retaining wall height and length, and revising traffic staging to improve contractor’s staging options. Additional revisions to the design included the departure from the concept drainage facilities to accommodate reductions to a property/business in the southwest quadrant of the interchange. The elimination of the drainage basin planned for this location resulted in design changes that incorporated ditches and swales along I-5, culverts for cross drainage within the interchange, construction details, revised side slope configurations and retaining walls. Additional design modifications were also incorporated to accommodate business and property owners including reductions and changes in temporary construction easements, incorporating retaining walls, modifications to the Manthey Road cul-de-sac and revisions to Caltrans access control lines.

The type of public art to be utilized on the project was not known at the initiation of design. Subsequently, the City’s selected artist introduced architectural treatments that are to be included in the I-5/French Camp Undercrossing structure (abutments, slope paving, and bridge rail). Consequently, HDR has coordinated extensively with the artist and modified the bridge design to allow for the incorporation of the architectural treatments.

Caltrans installed signals at the ramp termini after the initiation of design and that change in existing conditions will require the design of eleven additional temporary traffic signal plans for stage construction. In addition, Caltrans requested and the City accommodated the relocation of the northbound Changeable Message Sign (CMS) to the south of the interchange from its current location to the north. This requires additional design effort and coordination on environmental clearances.

Other areas of additional effort include the coordination and engineering services for the Sperry Road Specific Plan alignment requested by the City, and the on-going coordination with the City, County, and Caltrans during the extended design development.

To accomplish these tasks, HDR requests the budget for Fehr and Peers be increased $95,645, and a budget of $426,946 be provided for HDR.
Task 10 – Obtain Right of Way

After the initiation of design, the City and Caltrans agreed that the right of way (ROW) acquisition would be performed by Caltrans. The City requested HDR provide a qualified ROW Manager to coordinate all ROW Engineering, appraisal, and acquisition between the City, Caltrans, and County. Activities performed by the manager include assistance on the ROW cooperative agreement preparation, preparing and maintaining the ROW tracking sheet, coordination and review of appraisals with subconsultants and the City, coordination with Caltrans and project team including on-going ROW focus meetings, coordination and preparation of appraisal maps and deeds, and coordination with property owners during acquisition and the resolution of necessity process. The ROW manager activities began in June 2007 and are anticipated to be completed in February 2010.

Based on Caltrans requirements, and to meet the project ROW schedule and California Transportation Committee (CTC) Resolution of Necessity timelines, several additional services have been required. Additional appraisal, relocation services, 2nd appraisals on 6 parcels, and appraisal reviews that satisfy Caltrans requirements have been necessary.

The preparation of Resolution of Necessity (RON) documents required by Caltrans for condemnation process has also been required. These documents include a Fact Sheet, Appearance Information Sheet and attachments; Project Map, Parcel Map, Plan Sheets, Chronology, Project Report, and Environmental Document. In addition, Caltrans requires participation of the Project Manager and Engineer for 1st and 2nd level reviews, and preparation of "Dry Run" powerpoint for the CTC meeting. The initiation of the RON process is anticipated on multiple parcels to maintain the project schedule. In some cases the process will be initiated to facilitate property owner coordination and decisions, but will not require all activities of the full condemnation proceedings.

As part of this task, KSN will prepare ROW transfer documents for the abandonment of existing ROW and for excess parcels consistent with the final approved Appraisal Map. The Appraisal Map identifies ten (10) areas which require the transfer of fee ownership between public agencies, or the abandonment of existing roadways to adjoiners, and five (5) specific areas where excess lard will be held by either by the City of Stockton or San Joaquin County.

Requested changes include the revised budget for appraisal and relocation services to be provided by Universal Field Services and subcontractors, and additional appraisal services required for 2nd appraisals on 6 parcels. revised appraisals, and appraisal reviews.

To accomplish these tasks, HDR requests the budget for Universal Field Services be reduced by $76,138, a budget of $380,416 be provided for HDR, and an increase of $126,000 to KSN’s budget.

Task 11 – Additional PA&ED Services

To accomplish the additional PA&ED tasks, HDR requests a budget increase of $1,095 to Judith Buethe Public Relations budget, an increase of $7,964 to Fehr& Peers budget, and an increase of $32,607 to HDR’s budget for a total of $41,666. Wildlands Inc. and Mark Thomas and Co. are no longer participating in the project and HDR requests that the Task 11 budget assigned to these firms, totaling
$29,719, be transferred to HDR for a net task budget increase of $11,947 to accomplish the additional work.

Task 13 – Hospital Area Traffic Study
This task and budget is for the additional traffic study requested by the City. The project will realign the intersection of Manthey Road and French Camp Road to the west of its current location to accommodate the reconstruction of the I-5/French Camp Road southbound ramps. With the realignment of Manthey Road, the County expressed concerns about emergency vehicle response times during the environmental approval phase of the project and has requested a traffic study for the Hospital complex area to evaluate the effects of this change, and to determine the overall roadway infrastructure that may be needed with future development in this area.

The requested changes include the effort required by Fehr and Peers to respond to the County’s questions on the traffic analysis during the environmental document circulation period and subsequently during design when alternative access routes to the hospital were evaluated, the public notification effort by Judith Buethe Public Relations and the coordination effort by HDR during the PM 2.5 Analysis required by Caltrans. The proposed change also includes performing environmental reviews and coordinating with Caltrans to revise the Area of Potential Effect to accommodate the relocation of the CMS to the south as requested by Caltrans.

To accomplish these tasks, HDR requests a budget increase of $47,639.

The totals, by task are summarized in the following table.

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The attachment provides a listing of the additional work and new scope, and a breakdown of the cost by task, and totals the proposed CCO No.3 amount of $1,453,674.

Please note that this proposed change order is limited to the items identified above and does not include an estimate to convert the project to US Customary units, or an estimate for design support during construction.
If you have any questions, please contact me at 916-595-3272.

Sincerely,

[Signature]

Carlton L. Haack
Project Manager

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## City of Stockton
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### OTHER DIRECT COSTS

| Miscellaneous Expenses | Travel Expenses | $3,500 | $3,500 |
| Mapping/Photos/Surveys | - | $ - |
| Plotting, Printing and Photocopying | $1,200 | $1,200 |
| Telephone | $ - | $ - |
| HDR Computers | $3,008 | $3,008 |
| **Subtotal** | **$7,708** |

| **Total Direct Costs** | **$7,708** |
| **Total Labor & Direct Costs** | **$157,284** |

### TOTAL COST

| HDR Engineering, Inc. | $157,284 | $157,284 |

---

1.1 - Project management efforts necessary to complete the project under the anticipated schedule. Estimated an additional 16 months of project management efforts to complete RW acquisition, complete design, and prepare contract documents. The project schedule currently calls for a March 2010 contract award date, based on a RW Cert 2 being achieved in January 2010. During that time period, 24 project related meetings (PDT, design or RW focus mtgs) are anticipated, as well as continued project administration and management activities.

Total Task 1.1 = $122,882.72

1.2 - At the request of the City, HDR led the preparation of the TCIF application for the Sperry Extension; coordinated with SJCOG and the City, drafted the application, prepared exhibits, and coordinated revisions and updates. The City was successful in obtaining $30 million in TCIF funds for the project.

Total Task 1.3 = $34,400.84

---
## City of Stockton
### I-5/French Camp Road Interchange & Manthey Road

#### TASK DESCRIPTION

**Permits**

### DIRECT LABOR

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<th>Sub Task Number</th>
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<th>3.2</th>
<th>3.3</th>
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<td>TOTAL TASK COST</td>
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</tr>
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</table>

### OTHER DIRECT COSTS

- HDR will prepare the required permits in lieu of Mark Thomas Co. as the Environmental Planner familiar with the project is no longer at that firm. HDR has identified the following permits, prepared draft applications, and will continue on going coordination with regulatory agencies (CEQA, USACE, USFWS, NMFS) and Caltrans, including consultation and reporting due to changes in species requirements that have occurred during the life of the project. Caltrans is requiring the review of the permits prior to submittal to the regulatory agencies.

#### Total Task 3.1 = $ 50,007

#### 3.2 - At the completion of P&ED, Caltrans informed the PDT that an Environmental Commitments Report and Mitigation Monitoring and Reporting Record will be required for the project under new Caltrans requirements. HDR will perform the additional scope of work to prepare these documents as required by Caltrans. This work was not in the original scope or fee by Mark Thomas Co.

#### Total Task 3.2 = $ 15,492

#### 3.3 - HDR will coordinate with the regulatory agency on mitigation requirements in lieu of Mark Thomas. In addition HDR will perform the Noise Study (for the single receptor identified) and complete the Noise Abatement Decision Report (NADR) as required by Caltrans (new requirement as of August 2005) for all NEPA documents, and prepare the Riparian Restoration Plan to cover the requirements of DFG, including an Arborist Study. As noted in the original Scope of Work (Section 1.3.5) the mitigation requirements were not fully defined at that time and a cost estimate placeholder from MTC was included. The mitigation requirements and plans have taken more effort than originally contemplated due to changes in TCEs, construction methods for the sluicings (trousse and de-watering), and retaining walls along I-5.

#### Total Task 3.3 = $ 30,170
## City of Stockton
### I-5/French Camp Road Interchange & Manthey Road

### TASK DESCRIPTION
Utility Coordination

### HDR Engineering, Inc.

### DIRECT LABOR

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<th>Billing Rates</th>
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**Total Labor & Direct Costs**: $70,551

**Total Cost**: $70,551

### Sub-consultant: Cruz Brothers Potholing

### DIRECT LABOR

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<th>Billing Rates</th>
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**Total Hours by Task**: -

**Total Direct Costs**: $25,000

**Total Labor & Direct Costs**: $25,000

**Total Cost**: $25,000

### HDR Engineering, Inc. | $70,551 | $70,551 |
### Cruz Brothers Potholing | $25,000 | $25,000 |
### Subconsultant Administration Fee (5%) | $1,250 | $1,250 |

**TOTAL COST**: $96,801
**TOTAL TASK COST**: $96,801

---

4.1 - Cost to perform positive utility verifications (potholing) in accordance with scope and estimate submitted to City in November 2023.

**Total Task 4.1 = $ 26,250**

4.2 - Additional coordination effort and time is required for utility relocations due to the extension of the project schedule. Substantial additional effort and research has been required in coordinating with an unresponsive utility owner (Laymac), as well as the ongoing coordination with City, Caltrans, and utility owners; including attending the City's quarterly utility coordination meetings at the request of the City. Recently, during a field visit additional utilities were observed and HDR is ascertaining if there are conflicts with the design. If confirmed, additional coordination and relocation work may be necessary.

**Total Task 4.2 = $ 45,939**

4.3 - At the request of the City, HDR will prepare the relocation plans and design for the impacted MUD facilities, including the coordination of reviews by MUD.

**Total Task 4.3 = $ 24,612**
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### DIRECT LABOR

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### OTHER DIRECT COSTS

| Miscellaneous Expenses | $ |
| Travel Expenses | $250 |
| Mapping/Photos/Surveys | $ |
| Plotting, Printing and Photocopying | $ |
| Telephone | $ |
| HDR Computers | $2,516 |
| **Subtotal** | $2,516 |
| **Total Direct Costs** | $2,766 |
| Total Labor & Direct Costs | $95,943 |
| **Total Cost** | $95,943 |

### DIRECT LABOR

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### OTHER DIRECT COSTS

| 5.3 - Phase 1 ESA, Phase 2 Haz Mtris | $35,419 |
| Shallow Borings | $ |
| Lab | $ |
| CPT | $ |
| Hazardous Waste Analysis | $ |
| **Subtotal** | $35,419 |
| **Total Direct Costs** | $35,419 |
| Total Labor & Direct Costs | $35,419 |
| **Total Cost** | $35,419 |

HDR Engineering, Inc. | $95,943

Kleinfelter, Inc. | $35,419
Subconsultant Administration Fee (5%) | $1,771

**TOTAL COST**: $133,133
**TOTAL TASK COST**: $133,133
### TASK DESCRIPTION

#### Preliminary Design and Plans

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<th>HDR actively participated in the public art selection process including reviewing proposals and submittals, attending presentation and meetings, and coordinating with the City's Public Art Manager. This work was performed at the request of the City and was not included in the original scope of work.</th>
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<th>The preliminary engineering was performed in 2006 on the Project Report alignment. In August 2006, the City provided site plans for the Weston Ranch Towne Center which HDR evaluated for intersection spacing, standards, State access control lines, etc. Several iterations of the site were developed, and ultimately the preliminary design of Manthey road was modified to accommodate the final site plan. This change required the Manthey Road / French Camp Road be designed at a skew. It was on this alignment that the preliminary engineering was performed to establish the RW needs, and to develop the RW appraisals maps. Subsequently the alignment was changed and required modifications to the RW Engineering and Design. HDR coordinated with the City and its developers on the design, and RW takes and dedications.</th>
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<th>In November 2007, HDR was notified that the site plan had been changed, with the skewed intersection was no longer being considered. Based on revised site plans, HDR evaluated an alignment of Manthey road to the west of the PR location (south of French Camp) and determined it was outside the APE. HDR coordinated with the City and developers on revisions to the site plan that impacted Manthey Road, French Camp Road, or Henry Long Blvd. HDR modified the design to accommodate the site plan; Manthey Road south of French Camp Road is along the PR alignment, and north of French Camp Road it is located to the west of the PR alignment.</th>
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<tr>
<th>5.4</th>
<th>Phase II Hazardous Materials Assessment, Soil Sampling and Analysis was required for all parcels to prepare a Certificate of Sufficiency and HSDD for Caltrans District Hazardous Waste Supervisor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Task 5.4 =</td>
<td>$37,190</td>
</tr>
</tbody>
</table>
## City of Stockton
### I-5/French Camp Road Interchange & Manthey Road

**TASK DESCRIPTION**
Draft 60% and 95% PS&E Submittals

| HDR Engineering, Inc. | DIRECT LABOR | 6.1 | 6.2 | 6.3 | 6.4 | 6.5 | 6.6 | 6.7 | 6.8 | 6.9 | 6.10 | **Hours** | **Dollars** | Billing Rates | **Total** | **Total** |
|----------------------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|----------|-------------|-------------|----------|----------|
| **Principal Engineer** | Project Manager | 24 | 24 | 12 | 6 | 6 | 6 | 78 | $18,627 | $238,812 | 78 | $10,627 |
| | Senior Engineer - QC | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Senior Roadway Engineer | 80 | 58 | 16 | 16 | 12 | 16 | 32 | $53,760 | $233,780 | 230 | $53,769 |
| | Senior Bridge Engineer | 82 | 82 | 15,197 | $185,33 | 82 | $15,197 |
| | Roadway Project Engineer | 186 | 108 | 96 | 72 | 84 | 64 | 520 | $86,887 | $140,14 | 620 | $86,887 |
| | Bridge Project Engineer | 96 | 96 | 15,856 | $165,17 | 96 | $15,856 |
| | Staff Civil Engineer | 360 | 194 | 168 | 24 | 172 | 40 | 958 | $90,416 | $94,38 | 958 | $90,416 |
| | Staff Bridge Engineer | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Civil CADD Tech | 360 | 164 | 168 | 24 | 140 | - | 856 | $96,702 | $112,97 | 856 | $96,702 |
| | Bridge CADD Tech | 278 | 278 | 33,910 | $121,98 | 278 | $33,910 |
| | Administrative | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Clerical | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Hours by Task** | 1,020 | 548 | 484 | 454 | 138 | 418 | 136 | 3,198 | $411,364 | **Totals** | $411,364 |

**OTHER DIRECT COSTS**

| Miscellaneous Expenses | $ |
| Travel Expenses | $2,000 |
| Mapping/Photographs/Surveys | - |
| Plotting, Printing and Photocopying | $1,750 |
| Telephone | - |
| HDR Computers | $11,833 |
| **Subtotal** | $15,583 |
| **Total Direct Costs** | $15,583 |
| **Total Labor & Direct Costs** | $426,946 |
| **Total Cost** | $426,946 |

---

**Sub-consultant - Fehr & Peers**

<table>
<thead>
<tr>
<th>DIRECT LABOR</th>
<th>I-5/FRENCH CAMP</th>
<th><strong>Hours</strong></th>
<th><strong>Dollars</strong></th>
<th>Billing Rates</th>
<th><strong>Total</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sub Task Number</strong></td>
<td>6.5</td>
<td>6.6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Hours by Task</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**OTHER DIRECT COSTS**

| 6.5 | - Caltrans Signal Installation At Ramp termini | $80,550 | $80,550 |
| 6.6 | - NB I-5 Lighting, TMS, CMS relocation | $10,540 | $10,540 |
| **Subtotal** | $91,090 |
| **Total Direct Costs** | $91,090 |
| **Total Labor & Direct Costs** | $91,090 |
| **Total Cost** | $91,090 |

| HDR Engineering, Inc. | $426,946 |
| Fehr & Peers | $91,090 |
| Subconsultant Administration Fee (5%) | $4,555 |

**TOTAL COST** | $522,591 |

**TOTAL TASK COST** | $522,591 |

---

6.1 - Subsequent to project approval, the original scope of work, and the start of design, the project's drainage concept was substantially modified in response to property owner concerns located at the southwest quadrant of the interchange. Originally, a basin in the south-west quadrant of the interchange was planned. This basin was eliminated and the design was changed to incorporate drainage ditches and swales along I-5. Consequently, the design of the system was increased in that water originally planned to be retained/detained in the basin would now have to be conveyed to the north, and eventually French Camp Slough. This change required additional design of the culverts, construction details, side slope configurations (and corresponding typical sections), and retaining walls.

Total Task 6.1 = $130,571
### City of Stockton
**I-5/French Camp Road Interchange & Manthey Road**

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>Draft 60% and 95% PS&amp;E Submittals</th>
</tr>
</thead>
</table>

6.2 - Item withheld from submission at this time.

<table>
<thead>
<tr>
<th>Total Task 6.2</th>
<th>$ -</th>
</tr>
</thead>
</table>

6.3 - HDR provided internal value engineering to the design to reduce the construction costs and save the City money. The retaining wall on the west side of I-5, north of the slough was removed from the design ($480,000 savings). The Northbound off-ramp was revised to minimize impacts to the parcel and update the design of the retaining wall to reflect these design revisions ($140,000 savings). The profile of the southbound off-ramp was revised to reduce earthwork and provide a better drainage system on the west side of the ramp ($85,000 savings). The traffic staging and traffic handling was revised to provide improved flexibility to the contractor’s operation and provided detour routes during construction (estimate $50,000+ in reduced costs, depending on bids). The estimated construction cost savings to the City of these efforts is over $750,000.

<table>
<thead>
<tr>
<th>Total Task 6.3</th>
<th>$73,790</th>
</tr>
</thead>
</table>

6.4 - The type of public art to be utilized on the project was not known at the time the scope was approved. Subsequently, the City and a public artist and the type of art selected was that of architectural treatments to be included in the I-5/French Camp Undercrossing construction (abutments, slope paving, and concrete barrier). HDR has coordinated with the selected firm, Creative Form Liners (CFL), since the City’s selection at the City’s request. In addition, HDR has coordinated with Caltrans and the City on acceptable architectural elements, AND designed and prepared additional plan sheets to accommodate the architectural elements. In February 2009 HDR held a phone conference with Creative Form Liners (CFL) to review the “Specifications and Special Provisions” for their panel installation. The panels are to be installed on the wingwalls and earlier designs of the wingwalls did not incorporate any special features for the architectural treatment as they were not known at the time. The original concepts for the panels was to create a recess in the WW by adding a 5” reinforced concrete border that would be cast with the WW’s and would protrude out from the face of the WW’s. In a phone conference with CFL it was suggested that the border be incorporated as part of the panel because of concern about construction tolerances and erection details (the panel must be able to fit in the border and be connected to the wingwall). Subsequent to the phone conference, CFL contacted HDR and the panels and erection details. During this conversation CFL expressed concern of having the panel fastened to the face of the WW’s and having the panel edges exposed which would lead to chipping, dirt, weeds, etc. Consequently, HDR began the design of the WW’s to incorporate the recess. Due the filleted angles, sloped surfaces and setbacks the design has been fairly complex and required the use of 3d Cad work. Due to the selection of architectural treatments as public art by the City, the City has had ongoing coordination with CFL and the City, and has designed additional plan sheets (Architectural Treatment Details) and incorporated the architectural elements in the abutment layouts, abutment details, and slope paving.

<table>
<thead>
<tr>
<th>Total Task 6.4</th>
<th>$73,610</th>
</tr>
</thead>
</table>

6.5 - Change in existing conditions due to installation of signal at ramps by Caltrans requires the addition of an estimated eleven (11) temporary traffic signal plans for stage construction.

<table>
<thead>
<tr>
<th>Total Task 6.5</th>
<th>$84,578</th>
</tr>
</thead>
</table>

6.6 - The scope of the work has changed since the beginning of the PS&E phase and as a result additional plans are required for the relocation of the CMS sign to the south has requested by Caltrans and agreed upon by the City, and modifications of the existing TMS at about station 395+00.

<table>
<thead>
<tr>
<th>Total Task 6.6</th>
<th>$11,067</th>
</tr>
</thead>
</table>

6.7 - In January 2008, HDR submitted design criteria for the Manthey Relocation, and a GAD to the City and the County for review and approval. HDR proceeded with the re-design based on the alignment and criteria presented. HDR developed and provided the revised RW requirements so that the RW Appraisal Map could be updated to reflect the re-design.

<table>
<thead>
<tr>
<th>Total Task 6.7</th>
<th>$55,641</th>
</tr>
</thead>
</table>

6.8 - Revised the Manthey Road Relocation Plans to accommodate current development plans. Requires modifying all French Camp Road and associated plans, construction details, stage construction, signing, and striping and quantities, and cost estimate. In May 2008 a meeting was held at the City of Stockton with DRC/Vestal, HDR, and City representatives to discuss the centerline differences for French Camp Road. HDR coordinated with DRC and in June 2008 a common centerline for French Camp Road was established for both the HDR Roadway Project and DRC’s project.

<table>
<thead>
<tr>
<th>Total Task 6.8</th>
<th>$20,585</th>
</tr>
</thead>
</table>

6.9 - Revise the Manthey Road Relocation Plans to accommodate current development plans. Requires modifying all French Camp Road and associated plans, construction details, stage construction, signing, and striping and quantities, and cost estimate. Due to the on-going coordination with the development and the City, in February 2009 HDR evaluated and re-designed a reduced build for French Camp Road. The re-design limits were from the interchange ramp terminus westerly to McDougall Blvd. The re-design was completed in April 2009.

<table>
<thead>
<tr>
<th>Total Task 6.9</th>
<th>$51,291</th>
</tr>
</thead>
</table>

6.10 - At the request of the City, HDR performed coordination and engineering services for the Sperry Specific plan alignment and associated RW needs and road geometries at the eastern most segment of the alignment.

| Total Task 6.10 | $21,479 |
# City of Stockton
I-5/French Camp Road Interchange & Manthey Road

## TASK DESCRIPTION
Obtain Right of Way Interests for Project Right of Way Certification

<table>
<thead>
<tr>
<th>HDR Engineering, Inc.</th>
<th>DIRECT LABOR</th>
<th>I-5/FRENCH CAMP</th>
<th>Hours</th>
<th>Dollars</th>
<th>Billing Rates</th>
<th>Total Hours</th>
<th>Total Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$300.00</td>
<td>252</td>
<td>$60,180</td>
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<tr>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<td>$140.14</td>
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<tr>
<td>Staff Civil Engineer</td>
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<tr>
<td>Staff Bridge Engineer</td>
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<td>$112.97</td>
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<tr>
<td>Enviro Analyst 1</td>
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<tr>
<td>Total Hours by Task</td>
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<td>732</td>
<td>2,367</td>
<td>$365,908</td>
<td></td>
<td></td>
<td>$365,908</td>
</tr>
</tbody>
</table>

## OTHER DIRECT COSTS

| Miscellaneous Expenses | $ - |
| Travel Expenses       | $ 2,250 |
| Mapping/Photos/Surveys | $ - |
| Plotting, Printing and Photocopying | $ 3,500 |
| Telephone             | $ - |
| HDR Computers         | $ 8,758 |

**Subtotal** $14,508

**Total Direct Costs** $14,508

**Total Labor & Direct Costs** $380,416

**Total Cost** $380,416

---

**Sub-consultant - Kjeldsen, Sinnock & Neudeck, Inc.**

<table>
<thead>
<tr>
<th>DIRECT LABOR</th>
<th>I-5/FRENCH CAMP</th>
<th>Hours</th>
<th>Dollars</th>
<th>Billing Rates</th>
<th>Total Hours</th>
<th>Total Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.4 RON Documents ($4,000 ea)</td>
<td>$ 60,000</td>
<td>$ 60,000</td>
<td></td>
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<tr>
<td>10.5 Transfer Docs ($4,000 ea)</td>
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<td>$ 60,000</td>
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**Subtotal** $120,000

**Total Direct Costs** $120,000

**Total Labor & Direct Costs** $120,000

**Total Cost** $120,000
### City of Stockton
I-5/French Camp Road Interchange & Manthey Road

**TASK DESCRIPTION**
Obtain Right of Way Interests for Project Right of Way Certification

<table>
<thead>
<tr>
<th>Sub-consultant</th>
<th>Universal Field Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIRECT LABOR</strong></td>
<td>I-5/FRENCH CAMP</td>
</tr>
<tr>
<td><strong>Sub Task Number</strong></td>
<td><strong>Hours</strong></td>
</tr>
<tr>
<td>Project Manager</td>
<td>272 60</td>
</tr>
<tr>
<td>Acquisition/Relo Specialist</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Hours by Task**

| - 272 60 - - - | 332 | $41,500 |

**OTHER DIRECT COSTS**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>---</td>
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<tr>
<td>Appraisals</td>
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<td>Appraisal Review</td>
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<td>Second Appraisals</td>
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<tr>
<td>Revised Appraisals</td>
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<tr>
<td>RON Appraisals</td>
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<td>$15,000</td>
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<tr>
<td>RON Appraisal Reviews</td>
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<tr>
<td>Subcontractor Markup</td>
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<td>$18,175</td>
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<tr>
<td>Indirect Costs (mileage, copying, etc.)</td>
<td>$4,000</td>
<td>$4,000</td>
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</tbody>
</table>

**Subtotal**

| - | $203,925 |

**Total Direct Costs**

| - | $203,925 |

**Total Labor & Direct Costs**

| - | $245,425 |

**Total Cost**

| - | $245,425 |

**NOTE:** The original contract included $333,834 for a proposed scope of work that was modified when the City determined that Caltrans would perform the RW acquisition. The fee shown is for the revised scope and is subtracted from the original budget amount.

| HDR Engineering, Inc. | $380,416 | $380,416 |
| Universal Field Services | ($76,138) | ($76,138) |
| Kjeldsen, Sinnock & Neudeck, Inc. | $120,000 | $120,000 |
| Subconsultant Administration Fee (5%) | $6,000 | $6,000 |

**TOTAL**

| - | $430,278 |

**TOTAL TASK COST**

| - | $430,278 |

10.1 - After the initiation of PS&E and RW, the City and Caltrans agreed that the RW acquisition would be performed by Caltrans. HDR agreed to provide a qualified RW Manager to coordinate all RW engineering and RW activities between the City, Caltrans, County and the project team. Activities performed by the manager include assistance on the RW cooperative agreement preparation, preparing, maintaining the RW tracking sheet, coordination and review of appraisals with sub and the City, coordination with Caltrans and project team including on-going RW focus meetings, coordination and preparation of appraisal maps and deeds, and coordination with property owners during acquisition. The RW manager activities began in June 2007 and are anticipated to be completed in February 2010.

| Total Task 10.1 | $261,309 |

10.2 and 10.3 - Revised budget for appraisal and relocation services to be provided by Universal Field Services and subcontractors, including the additional appraisal services for 2nd appraisals on 6 parcels, revised appraisals, and appraisal reviews.

| Total Task 10.2 | $76,138 |
**City of Stockton**  
**I-5/French Camp Road Interchange & Manthey Road**

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>Obtain Right of Way Interests for Project Right of Way Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.4 - Prepare Resolution of Necessity (RON) documents required by Caltrans for condemnation process. Documents include a Fact Sheet, Appearance Information Sheet, and attachments; Project Map, Parcel Map, Plan Sheets, Chronology, Project Report, and Environmental Document for each parcel. Caltrans requires participation of Project Manager and Engineer for 1st and 2nd level reviews (Caltrans process), preparation of &quot;Dry Run&quot; powerpoint for CTC meeting, and advises attendance at CTC meeting. The initiation of the RON process is anticipated on 15 parcels to maintain the project schedule. In some cases the process will be initiated to facilitate property owner coordination and decisions, but will not require all activities of the full condemnation proceedings. The initial process includes RW coordination and the preparation of parcel maps by KSN. For budgeting purposes, HDR is estimating full RON activities on 8 parcels, and initiation activities on 15 parcels. Additional appraisals services for the RONs are also necessary and we have included the cost estimate for 20 updates and reviews per the UFS proposal submitted to the City.</td>
<td></td>
</tr>
<tr>
<td>Total Task 10.4 = $</td>
<td>182,107</td>
</tr>
</tbody>
</table>

| 10.5 - Right of Way Transfer Documents (Optional): KSN will prepare right of way transfer documents for the abandonment of existing right of way and for excess parcels consistent with the final approved Appraisal Map. The Appraisal Map identifies ten (10) areas which require the transfer of fee ownership between public agencies, or the abandonment of existing roadways to adjoiners, and five (5) specific areas where excess land will be held by either the City of Stockton or San Joaquin County. A right of way transfer package is defined as one set of documents, consisting of a metes and bounds legal description, a plat and a closure report for parcel or roadway segment requiring a description for transferring ownership. |
| Total Task 10.5 = $ | 63,000 |
## City of Stockton
### I-5/French Camp Road Interchange & Manthey Road

### Task Description
**Additional PA&ED Services**

<table>
<thead>
<tr>
<th>HDR Engineering, Inc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Labor</strong></td>
<td><strong>I-5/FRENCH CAMP</strong></td>
</tr>
<tr>
<td>Sub Task Number</td>
<td>11.1</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>12</td>
</tr>
<tr>
<td>Senior Engineer - QC</td>
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</tr>
<tr>
<td>Senior Roadway Engineer</td>
<td>8</td>
</tr>
<tr>
<td>Senior Bridge Engineer</td>
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</tr>
<tr>
<td>Roadway Project Engineer</td>
<td>32</td>
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<tr>
<td>Bridge Project Engineer</td>
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<tr>
<td>Staff Civil Engineer</td>
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</tr>
<tr>
<td>Staff Bridge Engineer</td>
<td></td>
</tr>
<tr>
<td>Civil CADD Tech</td>
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<tr>
<td>Bridge CADD Tech</td>
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<tr>
<td>Administrative</td>
<td></td>
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<td>Clerical</td>
<td></td>
</tr>
<tr>
<td>Sr Enviro Planner</td>
<td>8</td>
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<tr>
<td>Enviro Planner</td>
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<tr>
<td>Enviro Analyst</td>
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<tr>
<td><strong>Total Hours by Task</strong></td>
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</tr>
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</table>

### Other Direct Costs

<table>
<thead>
<tr>
<th>Misc</th>
<th>$ 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$ 0</td>
</tr>
<tr>
<td>Mapping/Photos/Surveys</td>
<td>$ 0</td>
</tr>
<tr>
<td>Plotting, Printing and Photocopying</td>
<td>$ 0</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 0</td>
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<tr>
<td>HDR Computers</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$ 844</strong></td>
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<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$ 844</strong></td>
</tr>
</tbody>
</table>

**Total Labor & Direct Costs**

| **$ 32,607** |

### Sub-consultant - Fehr & Peers

<table>
<thead>
<tr>
<th>HDR Engineering, Inc.</th>
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<tbody>
<tr>
<td><strong>Direct Labor</strong></td>
<td><strong>I-5/FRENCH CAMP</strong></td>
</tr>
<tr>
<td>Sub Task Number</td>
<td>11.1</td>
</tr>
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<td></td>
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<tr>
<td><strong>Total Hours by Task</strong></td>
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</tbody>
</table>

### Other Direct Costs

| 11.1 - Response to County on traffic analysis | 7,964 | 7,964 |
| 11.1 - Additional outreach | 1,095 | 1,095 |
| **Subtotal** | **9,059** |
| **Total Labor & Direct Costs** | **9,059** |

<table>
<thead>
<tr>
<th>HDR Engineering, Inc.</th>
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<tbody>
<tr>
<td><strong>Fehr &amp; Peers</strong></td>
<td><strong>$ 9,059</strong></td>
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</tbody>
</table>

### Total Cost

| **$ 41,668** |

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11.1 - Additional environmental coordination with Caltrans required during the circulation of the environmental document and subsequent activities prior to the approval of the document. The requested changes include the effort required by Fehr and Peers and HDR to respond to the County's questions on the traffic analysis during the environmental document circulation period and subsequently during design when alternative access routes to the hospital were evaluated. The coordination effort by HDR during the PM 2.5 Analysis required by Caltrans. The proposed change also includes performing environmental reviews and coordinating with Caltrans to revise the Area of Potential Effect to accommodate the relocation of the CMS to the south as requested by Caltrans.
### City of Stockton
I-5/French Camp Road Interchange & Manthey Road

#### TASK DESCRIPTION
Hospital Area Traffic Study

<table>
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<th>HDR Engineering, Inc.</th>
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#### DIRECT LABOR
<table>
<thead>
<tr>
<th>I-5/FRENCH CAMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub Task Number</td>
</tr>
<tr>
<td>Principal Engineer</td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Senior Engineer - QC</td>
</tr>
<tr>
<td>Senior Roadway Engineer</td>
</tr>
<tr>
<td>Senior Bridge Engineer</td>
</tr>
<tr>
<td>Roadway Project Engineer</td>
</tr>
<tr>
<td>Bridge Project Engineer</td>
</tr>
<tr>
<td>Staff Civil Engineer</td>
</tr>
<tr>
<td>Staff Bridge Engineer</td>
</tr>
<tr>
<td>Civil CADD Tech</td>
</tr>
<tr>
<td>Bridge CADD Tech</td>
</tr>
<tr>
<td>Administrative</td>
</tr>
<tr>
<td>Clerical</td>
</tr>
<tr>
<td>Sr Enviro Planner</td>
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<tr>
<td>Enviro Planner</td>
</tr>
<tr>
<td>Enviro Analyst 1</td>
</tr>
<tr>
<td>Total Hours by Task</td>
</tr>
</tbody>
</table>

#### OTHER DIRECT COSTS
- Miscellaneous Expenses $0
- Travel Expenses $0
- Mapping/Photos/Surveys $0
- Plotting, Printing and Photocopying $0
- Telephone $0
- HDR Computers $0

**Subtotal** $0

**Total Direct Costs** $0

**Total Cost** $0

### Subconsultant - Fehr & Peers

<table>
<thead>
<tr>
<th>I-5/FRENCH CAMP</th>
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<tbody>
<tr>
<td>Sub Task Number</td>
</tr>
<tr>
<td>Principal</td>
</tr>
<tr>
<td>Associate</td>
</tr>
<tr>
<td>Project Engineer</td>
</tr>
<tr>
<td>Graphics Support</td>
</tr>
<tr>
<td>Total Hours by Task</td>
</tr>
</tbody>
</table>

#### OTHER DIRECT COSTS
- Data collection, printing, etc $8,760

**Subtotal** $8,760

**Total Direct Costs** $45,370

**Total Cost** $45,370

- HDR Engineering, Inc. $0
- Fehr & Peers $45,370
- Subconsultant Administration Fee (5%) $2,269

**TOTAL COST** $47,639

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13 - Additional traffic study requested by the City. The project will realign the intersection of Manthey Road and French Camp Road to the west of its current location to accommodate the reconstruction of the I-5/French Camp Road southbound ramps. With the realignment of Manthey Road, the County has requested a traffic study for the Hospital complex area to evaluate the effects of this change, and to determine the overall roadway infrastructure that may be needed with future development in this area.
CORRESPONDENCE ITEMS

SENATE VOTE EXPECTED ON GAS TAX SWAP EARLY NEXT WEEK
Language Unavailable, Concerns Remain on Impacts to Local Funding

The Senate is expected to vote next week on the Senate Democrat’s alternative proposal to Gov. Arnold Schwarzenegger’s Transportation Funding “Swap” proposal. In January, the League raised concerns about the Governor’s plan to raid transit funding because it would threaten the stability of other vital state and local transportation funds. The primary objective for the Swap is motivated by desires to create savings to the state General Fund rather than improvement or stability to state transportation funding or policy. For more, see Page 2.

CITIES ENCOURAGED TO SUBMIT COMMENTS ON SUSTAINABLE COMMUNITIES PLANNING GRANT PROGRAM

The Office of Sustainable Housing and Communities, within the U.S. Department of Housing and Urban Development (HUD), is requesting comments from local governments on its Sustainable Communities Planning Grant Program. HUD wants input from city officials on how to structure the program to have the greatest impact on regional planning for sustainable development. For more, see Page 3.

NOMINATE AN OUTSTANDING LEADER FOR THE 2010 CALIFORNIA CIVIC LEADERSHIP INSTITUTE
Deadline Friday, Feb. 26

The nomination process closes Friday, Feb. 26 for the League’s 2010 California Civic Leadership Institute (CCLI). Now in its sixth year, CCLI educates elected city officials who are interested in pursuing future state office about key state issues. For more, see Page 4.
'Swap' Continued from Page 1...

The actual language of the Senate Democrats’ proposal has not yet been made available. The following summary is based on the Senate Committee on Budget hearing on Tuesday, Feb. 16. In brief, the Senate Democratic Transportation Funding Swap Proposal contains four major provisions:

1. Repeals the sales tax on gasoline;
2. Creates a new statewide excise tax on gasoline with an index;
3. Retains the sales tax on diesel and changes the funding formulas; and
4. Authorizes a new locally-imposed fee on gasoline to fund transit, bicycle, and pedestrian projects.

Sales-Excise Tax Swap: The sales tax on gasoline is currently 6 percent but will go back down to 5 percent in FY 2011-12. At $3 per gallon, the 6 percent sales tax on gasoline equates to about 18 cents per gallon. The proposal would create a new excise tax of 12.9 cents per gallon in FY 2009-10 and FY 2010-11 which would be increased to 18 cents per gallon starting in FY 2011-12. The proposal includes some kind of index, possibly done every three years and tied to what would have been received if the sales tax on gas had not been repealed. The alternative revenues will be allocated first to pay state transportation debt service, then as follows:

1. 30 percent to the State Transportation Improvement Program;
2. 30 percent to the State Highway Operation and Protection Program; and
3. 40 percent split evenly between cities and counties using current Highway User’s Tax Account (HUTA) formulas.

Sales Tax on Diesel: The sales tax on diesel currently provides $313 million to transit programs equally divided between local transit agencies and state transit programs. The Governor proposed to eliminate this tax, but the Senate proposal would retain this funding and alter future allocations to allocate 75 percent to local transit agencies and 25 percent to state transit programs. While this is an improvement over the Governor’s proposal, it is far less than what local transit agencies are supposed to receive under current law (note: transit funding has been diverted by the legislature in recent years, and transit has rarely actually seen what they are supposed to receive.) Local transit agencies have indicated that they need a minimum of $350 million annually to continue operations.

Authorizing New Local/Regional “Fee” on Gas: Local or regional agencies would be given the power to impose a local fee on gas with the support of the majority of the voters in the area. There is discussion among legislators regarding which local agencies should have this authorization – the municipal planning organization or county. The fee would be authorized for 30 years, and revenues could be used for operations and capital. It is also believed that the region would be required to adopt a new SB 375 (Steinberg)’ Sustainable Communities Strategy before the fee could be implemented. Absent language, the League has not had the opportunity to review potential legal issues, or consider the local political dynamics and viability of such a tool.

Vulnerabilities with Gas Tax Swap Proposal

Undermines existing voter protections for local funding. Voters adopted Proposition 42 in order to earmark the sales tax on gasoline for capital improvement projects, public transit, and local streets and roads. Since the alternative funding source would no longer be from the state sales tax on gasoline, these funds would no longer receive Prop. 42 protections.

Under Prop. 42, shares can only be changed after a two-thirds vote of the Legislature and revenues can be borrowed only if the following conditions are met:
- An emergency proclamation is issued by the Governor;
- Two-thirds of the Legislature agrees;
- Repayment source is identified;
- Repayment is made within three years; and
- Revenues can be borrowed only twice in 10 years.
Under the new proposal, transportation funding would be “protected” by Article XIX of the state constitution - the same law that protects current 18 cent per gallon Highway Users Tax Account (HUTA) excise tax allocations. This is also the same law under which the Governor's Administration last year believed it was possible to take all local government shares to fund state debt payments, and was narrowly defeated.

The protections provided by Article XIX are much more limited that the protections provided under Prop. 42 for the gasoline sales tax. Local transportation funds could be more easily borrowed the next time the state runs into difficulties. Only a majority vote of the legislature is required to change the HUTA allocation formulas or to borrow the revenues. While Article XIX requires that borrowed revenues be paid back within three years, the state does not have to pay interest nor is there a restriction on number of times revenue can be borrowed (in other words, the state can borrow the funds every year).

Increasing state debt service could erode local funding. State transportation debt service costs will grow to approximately $1.3 billion annually over the 10 years. In the future, additional transportation debt could be added into this debt service cost paid by the excise tax which could erode funds available for local streets and roads if additional bonds are approved by the voters. The recent history of the state-local relationship with local funding suggests the local shares of HUTA will be at risk for many years.

Take Action

City officials are urged to contact their legislators to ask that any language associated with this proposal be publicly available so that all parties can carefully review details and weigh the full impacts of any "swap" proposal on the long-term transportation policy goals previously set by the legislature and voters of this state. A decision of this importance should not be rushed with little transparency driven by the budget crisis of the hour.

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*HUD* Continued from Page 1...

HUD has communicated that it will be issuing a Notice of Funding Availability (NOFA) in the future. Currently, the agency is only seeking input on the program.

The program's goal is to support multi-jurisdictional regional planning efforts that integrate housing, economic development, and transportation decision-making in a manner that empowers jurisdictions to consider the interdependent challenges of economic growth, social equity and environmental impact simultaneously.

Key Dates

- Feb. 16 – March 1: Regional listening sessions (details posted at [www.hud.gov/sustainability](http://www.hud.gov/sustainability));
- Week of March 1: Webcast briefings;
- March 12: Comments due on draft description;
- Week of April 12: NOFA published;
- Approximately June 5: Applications due;
- Approximately Aug. 2: Grant awards announced.

Information on Future Funding

Three funding categories are being considered:

1. Funding to support the preparation of Regional Plans for Sustainable Development that address housing, economic development, transportation, and environmental quality in an integrated fashion where such plans do not currently exist;
2. Funding to support the preparation of more detailed execution plans and programs to implement existing regional sustainable development plans (that address housing,
economic development, transportation, and environmental quality in an integrated fashion; and

3. Implementation funding to support regions that have regional sustainable development plans and implementation strategies in place and need support for a catalytic project or program that demonstrates commitment to and implementation of the broader plan.

Comment Submission Process

Comments are due by Friday, March 12. Electronic responses are preferred and should be addressed to sustainablecommunities@hud.gov or may be submitted on the HUD Web site at www.hud.gov/sustainability.

Written comments post-marked by the deadline may also be submitted to:

Office of Sustainable Housing and Communities
Department of Housing and Urban Development
451 7th Street, S.W. Room 10180
Washington, DC 20410

*CCLI Continued from Page 1...

Program Details

Presented by the League Partner Program, CCLI exposes city officials to a variety of complex statewide priorities including transportation, water, the impact of increasing energy demand on our growing state, and more. The program is designed to give local leaders a broad, in-depth understanding of critical issues affecting the state; highlight the tools they will need to succeed if elected to the Legislature; and provide a forum where lasting bonds can be created among California’s rising leaders.

For the first time in 2009, CCLI also included a reception in conjunction with the Sacramento education session where participants were able to meet and greet legislators and lobbyists.

CCLI features informal roundtable discussions and takes participants out in the field. The program includes a tour of Big Creek, Southern California Edison’s hydro-electric facility, giving participants the opportunity to see first hand how electricity is generated and moved throughout the state.

The 2010 program is ideal for those already working within leadership roles with the League or for anyone interested in becoming a statewide advocate of local government. The League’s Partner Program is proud of the great leaders CCLI has produced, and pleased to be able to once again offer this prestigious program to interested city officials.

How to Nominate a City Official

Any mayor, council member or professional city staff member, League caucus member or League Partner may nominate a current elected city official to participate in CCLI.

The nomination form can be found on the League’s Web site at www.cacities.org/resource_files/28501.2010%20Request%20for%20Nominations%20Letter%20and%20Form%20FINAL.pdf.

When submitting nominations please convey the governance skills and accomplishments of the nominee and highlight any and all contributions toward League goals and/or the League’s mission of protecting local control. Nominees will be sent an application packet. Those who chose to apply will be asked to compose an essay outlining their individual goals and interests in the program.

Nominations are due by Friday, Feb. 26.
Register Now for League Educational Conferences

The League offers various conferences for professional development throughout the year. Mark your calendar and plan to attend these valuable training sessions.

Public Works Officers Institute & Mini Expo, March 24-26, Monterey

This conference is an opportunity to network with colleagues from across California and be exposed to a variety of topics ranging from industry essentials to how state decisions impact cities.

The deadline to register for this conference is Tuesday, March 2.

Conference topics include:
- Persuading Local Officials to Take the Long Term View for Public Works;
- Various Project Delivery Methods;
- Balancing Competing Interests – Economic, Environmental, Social;
- Dealing with the Current Bid Environment;
- Project Finance Options;
- Cost Cutting While Maintaining Services;
- Commercial Recycling with the Institute For Local Government; and
- SBX2 9 New Regulations Effecting City Contracting.

For questions regarding this conference, please contact Brian Sanders at (916) 658-8238 or bsanders@cacities.org or Dorothy Johnson at (916) 658-8214 or djohnson@cacities.org.

Planners Institute & Mini Expo, March 24-26, Monterey

This annual event hosts more than 500 planning commissioners, planning directors, and department staff, covering a range of topics for novice and seasoned planning officials.

Attendees must register for the conference before booking a hotel room. March 2 is the registration deadline. Register online at www.cacities.org/events.

Three additional workshops will be offered during the event for an additional $25 each.
- Monterey Peninsula College (Maximum of 45 people);
- Walking Tour of Monterey (Maximum of 2 groups of 10); and
- Sustainable Reuse of the Former Fort Ord (Maximum of 45 people).

The workshops will be on a first-come, first-served basis. Workshop tickets will be included in the registration packet with the badge and meal coupons. Once a workshop is filled, it will be marked online as "Not Available". There will be no refunds.

This event has been approved for AICP accreditation. Credits for the planners institute will be applied for through the APA for Planning Directors.

For more information please contact Lorraine Okabe at okabe@cacities.org.

City Attorneys Spring Conference

The 2010 City Attorneys Spring Conference is being held at Fess Parker’s DoubleTree Hotel in Santa Barbara on May 5-7. Plan to attend sessions relating to current issues and network with fellow attorneys at the Cinco de Mayo dinner reception.

Some of the highlighted conference topics include:
• Medical Marijuana - The Spectrum from Prohibition to Local Permitting;
• Social Media Opportunities and Pitfalls - Twitter, Facebook, and Blogs;
• Employee Benefits and City Budgets: Can the Planets Align? and
• Fees for Dummies.

April 12 is the registration deadline. Register online at www.cacities.org/events.

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**Google Seeks to Partner with Cities for New High Speed Internet Service**

Google is asking local governments and residents to respond to its Request for Information (RFI) if interested in being part of a Google based trial of fiber optic ultra-high speed broadband networks.

Google is currently researching existing facilities and resources in the community. The company wants to work with a community where it can bring significant benefits to residents and develop useful proofs-of-concept that can have a broader impact.

Using the RFI, Google will identify interested communities to assess local factors that will impact the efficiency and speed for deployment, such as the level of community support, local resources, weather conditions, approved construction methods and local regulatory issues. Also taken into account will be broadband availability and speeds that are already offered to users within the community.

Google material indicates that it will consult with local government organizations, as well as conduct site visits and meet with local officials, before announcing final decisions.

The company will announce one or several target communities later this year. Google says that it intends to offer the service at a competitive price though the price has yet to be set.

RFI responses must be submitted online at www.google.com/appserve/fiberrf.

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**ILG Releases Climate Change Publication**

The Institute for Local Government (ILG) recently released a short publication to assist local agencies to involve the public in efforts to promote sustainability and reduce greenhouse gas emissions.

"How to Harness the Power of Your Community to Address Climate Change" includes basic public engagement principles and examples that are relevant to any local agency wanting to enhance its public engagement efforts.

The publication is available on ILG's Web site at www.ca-ilg.org/ClimateChangeandPublic.

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**Western City magazine – April Issue Deadline**

Did you miss the April advertising deadline? *Western City* may still be able to include your job opportunity announcement even though the deadline has passed. Each month we try to save additional space to accommodate late ads. Extra space is very limited and does fill quickly so call (916) 658-8256 or e-mail adm@westerncity.com to reserve your space.

If you are interested in receiving advertising deadline reminders in the future, join *Western City* magazine’s new Facebook fan page - just type "Western City magazine" into the search box to find the fan page. For information on our upcoming deadline dates and pricing information, please view our rate card: http://www.westerncity.com/2010-ratecard.pdf.