

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE
Urgent Routine
CEO Concurs with Recommendation YES NO
(Information Attached)

BOARD AGENDA # *B-17
AGENDA DATE June 12, 2001
4/5 Vote Required YES NO

SUBJECT: **AUTHORIZE A JOINT POWER AGREEMENT BETWEEN THE CITY OF OAKDALE AND THE COUNTY OF STANISLAUS FOR THE PURPOSE OF FINANCING, IN PART, FROM COUNTY GENERAL FUND CONTINGENCIES THE PREPARATION OF A SOUTH OAKDALE INDUSTRIAL SPECIFIC PLAN.**

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE A JOINT POWER AGREEMENT BETWEEN THE CITY OF OAKDALE AND THE COUNTY OF STANISLAUS FOR THE PURPOSE OF FINANCING, IN PART, THE PREPARATION OF A SOUTH OAKDALE INDUSTRIAL SPECIFIC PLAN.
2. AUTHORIZE THE CHIEF EXECUTIVE OFFICER OF STANISLAUS COUNTY TO SIGN THE JOINT POWER AGREEMENT.
3. AUTHORIZE THE AUDITOR/CONTROLLER TO ADVANCE THE SUM OF \$71,000.00 THE CITY OF OAKDALE AND TO SET UP AN INTEREST BEARING RECEIVABLE ACCOUNT TO THE COUNTY.

FISCAL
IMPACT:

The short-term impact will be a draw on the County General Fund Contingency of \$71,000.00. The long-term financial impact will be none due to the repayment of the advance. The public benefit is future job creation on the east side of the County

BOARD ACTION AS FOLLOWS:

No. 2001-433

On motion of Supervisor Caruso, Seconded by Supervisor Simon
and approved by the following vote,
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended

MOTION:

Christine Ferraro

AUTHORIZE A JOINT POWER AGREEMENT BETWEEN THE CITY OF OAKDALE AND THE COUNTY OF STANISLAUS FOR THE PURPOSE OF FINANCING, IN PART, FROM COUNTY GENERAL FUND CONTINGENCIES THE PREPARATION OF A SOUTH CITY INDUSTRIAL SPECIFIC PLAN.

Page 2

DISCUSSION: The City of Oakdale and the County have an opportunity to cooperate in preparing a specific plan for an area which encompasses approximately 300 acres.

The collaboration will facilitate and encourage the development of a Specific Plan for the South Oakdale Industrial Specific Plan Area in order to promote the creation of jobs and enhance the economic value of the area for the general benefit of all County residents.

The South Oakdale Industrial Specific Plan Area encompasses an area surrounding the southern side of Con Agra and Hershey industrial plants and the "High Tech" Parks within the City's General Plan Area boundary. The Oakdale General Plan designates the area for industrial land uses with some commercial land use opportunities along South Yosemite Avenue. City staff has discussed potential land use opportunities with area developers and stakeholders. Land use proposals discussed have included establishing a warehouse/ distribution center that is linked to rail service through Sierra Railroad.

The City of Oakdale is requesting an advance from the County of \$71,000 to contract for the preparation of the South Oakdale Industrial Specific Plan, including \$20,000 for traffic and environmental consultant services.

The City of Oakdale agrees that after completion of the Specific Plan that they shall impose a fee upon persons seeking permits within the above-described area. Such fees shall be designed to recapture the costs of preparing the Specific Plan, including the traffic and environmental consultant costs and interest.

POLICY
ISSUES:

The Board should decide if staff recommendations are consistent with their priority of economic development and multi-jurisdictional cooperation.

STAFFING
ISSUES:

None

STANISLAUS COUNTY AND CITY OF OAKDALE
JOINT POWERS AGREEMENT

This Agreement is made and entered into in the County of Stanislaus, State of California, this 12th day of June, 2001, by and between the CITY OF OAKDALE, (hereinafter "CITY"), and the COUNTY OF STANISLAUS, a political subdivision of the State of California, (hereinafter "COUNTY").

This Agreement is made with reference to the following recitals:

WHEREAS, CITY and COUNTY desire to cooperate in preparing a specific plan for the South City Industrial Specific Plan Area which encompasses approximately 300 acres south of the Burlington Northern Santa Fe Railroad Tracks and Warnerville Road, immediately east of Yosemite Avenue and north of Claribel Road; and

WHEREAS, both CITY and COUNTY wish to facilitate and encourage the development of a Specific Plan for the South City Industrial Specific Plan Area in order to promote the creation of jobs and enhance the economic value of the area for the general benefit of the COUNTY'S citizens; and

WHEREAS, CITY needs \$71,000 to contract for the preparation of the South City Industrial Specific Plan, including \$20,000 for traffic and environmental consultant services; and

WHEREAS, the CITY and COUNTY visioning process will be enhanced by the development of the South City Industrial Specific Plan Area in that it is a project of potential regional impact and benefit.

NOW, THEREFORE CITY and COUNTY enter into a Joint Power's Agreement pursuant to California Government Code section 6502 for the consideration hereinafter stated, agree as follows:

100. OBLIGATIONS OF THE COUNTY

101. COUNTY agrees to immediately advance the sum of \$71,000 to CITY for the purpose of contracting for the preparation of a South City Industrial Specific Plan, including the cost of traffic and environmental consultants. The \$71,000 advance shall be set up as a receivable by the County Auditor-Controller and shall accumulate interest at the COUNTY'S pool rate. The pool rate is the interest the COUNTY would otherwise have received on the funds absent the advance. The COUNTY shall designate the County Auditor-Controller to provide the CITY with the status of the account upon receiving such a written request from the CITY; otherwise, a statement showing the status of the account will be provided to the CITY at the end of each fiscal year. Funds received by the CITY to retire the receivable shall first be applied to the principle amount (\$71,000) and then to the accumulated interest.

200. CITY'S OBLIGATIONS

201. CITY agrees to utilize the funds received from the COUNTY described in paragraph 101 exclusively for the purpose of developing a specific plan for the South City Industrial Specific Plan Area.

202. CITY agrees that after completion of the Specific Plan that the CITY shall impose a Specific Plan Fee upon persons seeking permits within the above described Specific Plan Area; such fees shall be designed to recapture the costs of preparing the Specific Plan, including the traffic and environmental consultant costs and interest.

203. CITY agrees that the costs recovered from the Specific Plan Fee, described in paragraph 202 shall be remitted to the COUNTY on a calendar year quarterly basis until the original \$71,000 advanced by the COUNTY and accumulated interest as described in paragraph 101 are retired in full.

204. CITY upon receiving a written request from the County's Chief Executive Officer shall provide proof that the CITY has enacted the Specific Plan Fees described in paragraph 202 and is accounting for these fees and remitting them to the COUNTY as contemplated by the terms of paragraph 203.

300. MUTUAL OBLIGATIONS

301. Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail,

return receipt requested, postage prepaid as follows:

If to COUNTY:

Chief Executive Officer, County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

If to CITY:

City Administrator, City of Oakdale
280 North Third Street
Oakdale, CA 95361

302. The provisions of this Agreement, shall constitute the entire Agreement between the parties and unless modified by written agreement duly executed by the parties hereto, shall continue in full force and effect.


303. Venue for any actions initiated by either party shall be in the Superior Court of Stanislaus County and California law shall apply to all the Agreement's terms and conditions.

304. CITY and COUNTY further covenant to cooperate with one another in all respects necessary to ensure the successful consummation of the action contemplated by this Agreement, and each will take all actions within its authority to ensure cooperation of its officials, officers, agents and employees.

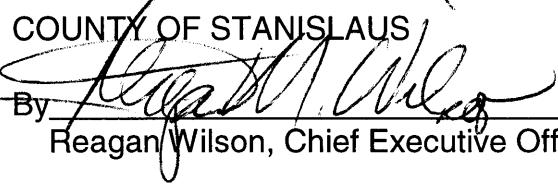
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed on the ____ day and year first written above.

CITY OF OAKDALE,

By 
Bruce Bannerman, City Administrator

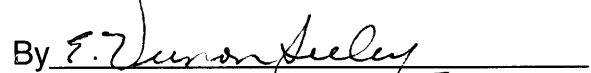
COUNTY OF STANISLAUS

By 
Reagan Wilson, Chief Executive Officer

APPROVED AS TO FORM:

By 
THOMAS N. HALLINAN, City Attorney

APPROVED AS TO FORM:

By 
E. VERNON SEELEY,
Assistant County Counsel