

AGENDA

STANISLAUS COUNTY REDEVELOPMENT AGENCY

1010 10TH STREET, BASEMENT LEVEL, MODESTO

June 10, 2008

9:10 a.m.

- I. CALL TO ORDER**
- II. CONSENT CALENDAR (Those items marked with an *)**
- III. APPROVAL OF MINUTES**
 - *A. Minutes of April 22, 2008.
- IV. CORRESPONDENCE**
 - A. None.
- V. PUBLIC HEARINGS**
 - A. None.
- VI. AGENDA ITEMS**
 - *A. Authorization of the Repayment to Stanislaus County of a \$400,000 loan and Accrued Interest and Authorization of a New \$400,000 Loan.
 - *B. Acceptance of Stanislaus County Internal Audit Division's Proposal to Conduct 2007/2008 Audit.
 - *C. Approval to Authorize the Expenditure of \$140,000 of Housing Set-Aside Funds for the Purchase of Two (2) Single-Family Homes in the Airport Neighborhood.
 - *D. Approval to Authorize the Executive Director to Proceed with Commencing the 2009 Implementation Plan Update and Tax Increment Revenues and Expenses Forecast.
 - *E. Adoption of the 2008/2009 Fiscal Year Budget of \$ 4.5 Million.
 - F. Approval to Adopt the Mitigated Negative Declaration, and Plans and Specifications for the Keyes Improvement Project Phase 2, and Set the Bid Opening Date and Time as August 06, 2008, at 2:00 P.M.
- VII. PUBLIC FORUM**
- VIII. ADJOURNMENT**

MINUTES

STANISLAUS COUNTY REDEVELOPMENT AGENCY

APRIL 22, 2008

The Stanislaus County Redevelopment Agency met in the Joint Chambers at 10th Street Place, Basement Level, 1010 10th Street, Modesto, California.

I. CALL TO ORDER

The meeting was called to order at 3:11 p.m.

Members present: William O'Brien, Jim DeMartini, Jeff Grover, Thomas Mayfield, and Dick Monteith.

Members absent: None

Staff present: Kirk Ford, Interim Executive Director

II. CONSENT CALENDAR (*)

Upon motion by Agency members O'Brien/Monteith, Agency unanimously approved the Consent Calendar.

III. APPROVAL OF MINUTES

*A. Upon motion by Agency members, O'Brien/Monteith, the Agency approved the minutes of April 8, 2008.

IV. CORRESPONDENCE

A. None

V. PUBLIC HEARINGS

A. None.

VI. AGENDA ITEMS

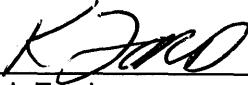
A. Upon motion by Agency members Grover/Monteith (4-1) (DeMartini Opposed), the Agency approved the MOU incorporating the essential terms and conditions of a Disposition and Development Agreement with PCCP West Park to be formally adopted upon future adoption of a Redevelopment Plan on the County owned Crows Landing Air Facility; authorized the Chairman to sign the MOU; authorized the Executive Director to sign the MOU; and , directed staff to initiate preparation of a redevelopment plan for the project area.

VII. PUBLIC FORUM

A. No persons spoke.

VIII. ADJOURNMENT

The meeting adjourned at 3:25 p.m



Kirk Ford
Interim Executive Director

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency - MB

BOARD AGENDA # 9:10 a.m. - *VI-A

Urgent Routine

AGENDA DATE June 10, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization of the Repayment to Stanislaus County of a \$400,000 Loan and Accrued Interest and
Authorization of New \$400,000 Loan

STAFF RECOMMENDATIONS:

1. Authorize the repayment of a May 2007 Stanislaus County loan principle of \$400,000 and interest accrued thereon.
2. Authorize the application of a loan in the amount of \$400,000 subject to the terms and conditions set forth in the promissory note between the Redevelopment Agency and the Stanislaus County Capital Improvements Financial Authority dated September 24, 1990.
3. Direct the Auditor-Controller to accept repayment and to allocate \$400,000 from the General Fund to the Redevelopment Agency secured by the Promissory Note described in Recommendation No. 2.

FISCAL IMPACT:

1. The Agency will retire County loan with interest accrued thereon. There are funds available to repay loan and accrued interest.
2. The Agency will receive \$400,000 in new loan funds for 2008/09 administrative costs. This loan will be secured by future tax increments received by the Redevelopment Agency.

BOARD ACTION AS FOLLOWS:

No. 2008-424

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In May 2007, the Agency borrowed \$400,000 from the Stanislaus County General Fund. Interest owed has been calculated on funds used based on the interest rates realized by the Lender on investments as determined quarterly by the County Treasurer-Tax Collector. Interest owed has been calculated to the date of May 13, 2008 and is shown on Attachment 1. However, the actual amount may change should payment occur prior or subsequent to that date. This note may be prepaid by the Agency without penalty.

During Fiscal Year 2007/08, the Agency received its allocation of property tax increment generated in the Project Area. This allocation is based on the ability of the Agency to demonstrate debt. It is important to use tax increment funds for debt service and not for current operational expenses. Accordingly, the Agency desires to retire existing debt owed to Stanislaus County and incur new debt for operational expense purposes for Fiscal Year 2008/09.

POLICY ISSUES:

It is the policy of the Agency to perform its functions according to fiscal requirements established in redevelopment law. The Board of Supervisors has consistently supported the goals and objectives of the Agency through receipt of annual loan repayment and loan reissuance.

STAFFING IMPACT:

No additional staff is necessary.

ATTACHMENTS:

1. Auditor-Controller Deposit Interest Calculation and Standard Journal Voucher

County of Stanislaus
Auditor-Controller
 Deposit Interest Calculation

06-May-08

Deposit held for:	RDA	Deposit Amount:	\$400,000.00
Funds deposited on:	5/16/2007	Interest Earned:	19,447.05
Funds returned on:	5/13/2008	Admin Fee:	\$0.00
Deposit Permit #:	0		

Period Begin	Period End	Interest Rate	# of Days	Interest <small>Compounded quarterly</small>	Deposits	Balance
16-May-07	30-Jun-07	4.9620%	45	2,447.01	400,000.00	402,447.01
01-Jul-07	30-Sep-07	5.3660%	92	5,443.20	-	407,890.21
01-Oct-07	31-Dec-07	4.5650%	92	4,693.31	-	412,583.52
01-Jan-08	31-Mar-08	4.5150%	91	4,644.28	-	417,227.80
01-Apr-08	13-May-08	4.5150%	43	2,219.25	-	419,447.05
	Number of Days		<u>363</u>			
				19,447.05	400,000.00	419,447.05
	Administrative Fee			0.00		0.00
	Totals			<u>19,447.05</u>	<u>400,000.00</u>	<u>419,447.05</u>

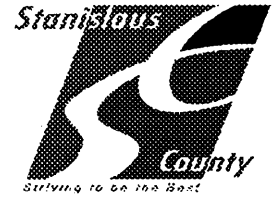
**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**

BATCH SCREEN

Batch

Period

Description



JOURNAL SCREEN

Journal

Category

Balance Type A = Actual E = Encumbrance

Description

Control Total

Line	Coding Structure							DEBIT	CREDIT	DESCRIPTION
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2061	0	02610	0	0	0	0	400,000.00		RDA-Adv from Other Fds
2	0100	0	01550	0	0	0	0		400,000.00	GF-Adv to Other Fds
3										
4	2061	0025790	74520					19,447.05		RDA-Interfund Exp.
5	0100	0016011	38700						19,447.05	GF-Interfund Rev.
6										
7	0100	0	01550	0	0	0	0	400,000.00		GF-Adv to Other Fds
8	2061	0	02610	0	0	0	0		400,000.00	RDA-Adv from Other Fds
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
Totals								819,447.05	819,447.05	

Explanation: Payoff a promissory note between the Redevelopment Agency and the Stanislaus County Capital Improvements Financial Authority. Reissue new promissory note authorized by BO #2008-

Requesting Department		
Signature _____	Signature _____	Admin Approval (\$75K+) _____
Date _____	Date _____	Date _____

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency - 11B

BOARD AGENDA # 9:10 a.m. - *VI-B

Urgent Routine

AGENDA DATE June 10, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Acceptance of the Stanislaus County Internal Audit Division's Proposal to Conduct the 2007/2008 Audit

STAFF RECOMMENDATIONS:

Accept the Stanislaus County Internal Audit Division's proposal to conduct the 2007/2008 audit.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2008-425

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Agency has received a proposal from the Stanislaus County Internal Audit Division to conduct the required fiscal audit for 2007/08. The audit procedure would commence September 2008 and be completed by October 31, 2008. The total cost of the audit will not exceed \$8,000.

Section 33080.1 of the Health and Safety Code requires every redevelopment agency to present a financial report to its legislative body within six months of the end of the agency's fiscal year. The report shall contain all of the following:

- (a) An independent financial audit report for the previous fiscal year.
- (b) A fiscal statement for the previous year.
- (c) A description of the agency's activities affecting housing and displacement.

A copy of the audit proposal is attached.

POLICY ISSUES:

It is the policy of the Agency to direct its staff to prepare required reports and submit them to appropriate agencies. These reports respond to the Board of Supervisors priorities of promoting a safe community, a well-planned infrastructure system, a strong local economy, effective partnerships, efficient delivery of public services and a healthy community.

STAFFING IMPACT:

No additional staff is necessary.

ATTACHMENTS:

Attachment 1: Audit Proposal



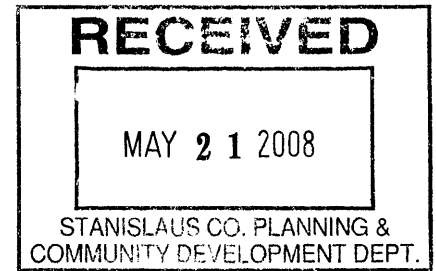
AUDITOR-CONTROLLER

Larry D. Haugh
Auditor - Controller

1010 10th Street, Suite 5100, Modesto, CA 95354
P O Box 770, Modesto, CA 95353-0770
Phone: 209.525.6398 Fax: 209.525.6487

May 21, 2008

Stanislaus County
Redevelopment Agency
Kirk Ford, Acting Executive Director
1010 10th Street, Suite 3400
Modesto, CA 95354



We are pleased to confirm our understanding of the services we are to provide Stanislaus County Redevelopment Agency for the year ended June 30, 2008. We will audit the financial statements of the governmental activities which collectively comprise the basic financial statements of Stanislaus County Redevelopment Agency, a component unit of Stanislaus County, California as of and for the year ended June 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Stanislaus County Redevelopment Agency's basic financial statements. As part of our engagement, we will apply certain limited procedures to Stanislaus County Redevelopment Agency's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, along with audit guidelines issued from the California State Controller for Compliance Audits of California Redevelopment Agencies, and will include tests of the accounting records of Stanislaus County Redevelopment Agency and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

ATTACHMENT 1

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant management, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the Board of Supervisors, and the California State Controller's Office and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Stanislaus County Redevelopment Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities of the Stanislaus County Redevelopment Agency in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Stanislaus County Redevelopment Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Stanislaus County Redevelopment Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Stanislaus County Auditor-Controller's Office, Internal Audit Division and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the California State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the Stanislaus County Auditor-Controller's Office, Internal Audit Division personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

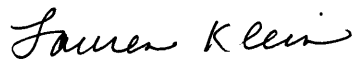
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 15, 2008 and to issue our reports no later than October 31, 2008. Lauren Klein is the engagement manager and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$8,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2006 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Stanislaus County Redevelopment Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Lauren Klein, CPA
Stanislaus County
Auditor-Controller's Office
Internal Audit Manager

This letter correctly sets forth the understanding of Stanislaus County Redevelopment Agency

By:  _____

Title: INTERIM DIRECTOR

Date: 5/22/08

CC: California State Controller

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency *NB*

BOARD AGENDA # 9:10 a.m. - *VI-C

Urgent

Routine

AGENDA DATE June 10, 2008

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorize the Expenditure of \$140,000 of Housing Set Aside Funds for the Purchase of Two (2) Single-Family Homes in the Airport Neighborhood

STAFF RECOMMENDATIONS:

Authorize the expenditure of \$140,000 of Housing Set-Aside funds for the purchase of two (2) single-family homes in the Airport Neighborhood Redevelopment sub-area.

FISCAL IMPACT:

There will be a fiscal impact of \$140,000 to the Housing Set-Aside fund. This is a budgeted activity and there are funds available.

BOARD ACTION AS FOLLOWS:

No. 2008-426

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorize the Expenditure of \$140,000 of Housing Set Aside Funds for the Purchase of Two(2) Single- Family Homes in the Airport Neighborhood
Page 2

DISCUSSION:

State Redevelopment law set forth under the California Community Redevelopment Law (Health and Safety Code 33000) requires that a minimum 20% of tax increment revenues be allocated for affordable housing activities. When this agency was created, it adopted a 25% allocation for affordable housing activities.

Whenever possible, partnerships are developed to facilitate the implementation of these activities. One partnership that is producing homes for very low income people is with Habitat for Humanity. The County, as well as its Redevelopment Agency, have facilitated the purchase of Eight (9) lots previously.

Funds have been allocated from the 2007-08 Budget for property acquisition. Once the property is purchased, County will subordinate its position for purposes of construction, if required. At the end of sale, County will hold a silent lien for the amount used to purchase the property. This amount will be due upon first sale.

The subject properties are located in the Airport Neighborhood District- redevelopment sub-area, at 1102 and 1106 Tenaya Drive. The attached appraisals (See Attachment B) estimates the value of the properties at \$120,000, and \$80,000 respectively. However, the asking price for each lot is \$60,000, considerably less than the appraised value. An additional \$10,000 per home is requested for title transfer fees, any architectural and engineering activities and other pre-development activities associated with the development of the home. The total request for the funding for the 2 properties is \$140,000. A letter requesting County assistance has been received from Habitat for Humanity is attached.

Habitat will evaluate applications of interested partner families, make their selection and begin the process of home building using sweat equity as the greatest investment (500 hours) of the partner family. Once constructed, the partner family will be responsible for a mortgage amount that has been determined based on family income. However, there will be a second party lien in the amount that equals the difference of the mortgage and the appraised value. This lien will be held by Habitat. Stanislaus County will be in third position with its land purchase assistance.

POLICY ISSUES:

The recommendation made herein address Safe, Healthy Communities by investing with sweat equity to realize the revitalization of a neighborhood.

STAFFING IMPACT:

None.

ATTACHMENTS:

1. Request for Funds from Habitat for Humanity
2. Appraisal for 1102 Tenaya Dr., Modesto, CA 95354
3. Appraisal for 1106 Tenaya Dr., Modesto, CA 95354



**Habitat
for Humanity®**
Stanislaus County

630 Kearney Avenue
Modesto, CA 95350-5714
Phone: (209) 575-4585
Fax: (209) 575-0755
www.stanislaushabitat.org

*Building Homes,
Building Hope,
Building Communities,
One Nail at a Time...*

April 11, 2008

Executive Director
Anita Hellam

Ana Rocha
Stanislaus County Redevelopment Agency
1010 10th Street, Suite 3400
Modesto, CA 95354

Board of Directors
Alan Cassidy, Pres.
Steve Veglia, Vice Pres.
Sandell McLaughlin, Sec.
Meredith Hamilton, Treas.
Michael Downen, Past Pres.
Mary Baucher
Chris Courtney
Toni Ewoldt
Knowledge Hardy
Chris Harrigfeld
Karna Harrigfeld
Hal Leech
Will Leighton
Steve Madison
Rene Patterson
Dean Petrulakis
Ben Reuben
John Simvoulakis
Gloria Vincent

Advisory Board
Rosa Bahamonde
Sally Shepherd Lindberg
George Petrulakis
Ruth Sesser
Tom Van Groningen
Adam Christianson

Re: Request for Funds – Airport Neighborhood
035 012 006 1102 Tenaya 1375 sf 3 bedroom – may even be 2 bath
with garage
035 012 007 1106 Tenaya 840 sf 2 bedroom, 1 bath with carport

Dear Ms. Rocha:

Habitat for Humanity, Stanislaus County is requesting funds in the amount of \$140,000 to purchase two homes located at 1102 and 1106 Tenaya Avenue, Modesto, CA 95354 for the purpose of developing two single-family affordable homes.

We are requesting funding from the Land Acquisition Program. This request will be followed up with a request for Housing Loan Rehabilitation funding.

We have recently initiated discussions with G-3, a company associated with Gallo. Habitat was approached about the possibility of acquiring, rehabilitating and selling several properties currently owned by Gallo Glass Company. This proposed purchase is the sixth and seventh of several anticipated transactions to take place should the County and the Board of Supervisors find this a viable project. Habitat feels this is an excellent opportunity to improve the Airport neighborhood through homeownership and revitalization. The work is well within our current capacity.

An appraisal is scheduled for later this week. It will be forwarded to you as soon as possible. We anticipate the homes will be valued at more than the asking price of \$60,000. With the scarcity of affordable land in our area, this creates an opportunity that we have not had in recent years.

Ten thousand dollars is requested for an environmental assessment, remediation of any lead or asbestos discovered at the properties, and other predevelopment activities. These homes should be preserved and will improve the overall neighborhood, eliminate blight, while providing affordable housing.

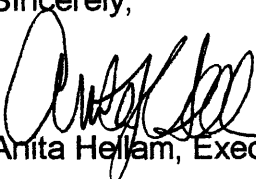
Our Family Selection Committee has several qualified families to choose from should this project move forward. A qualified low-income household, earning less than 80% of the AMI will be sold the property once the house has been completed. Information regarding the family size, income and supporting information will be forwarded to you as soon as I have it.

Should funding for the acquisition of these lots be provided by Stanislaus County's Redevelopment Department, Habitat for Humanity, Stanislaus would be able to avoid tying up precious funds on lot procurement. Our resources will go toward the actual construction.

As a faith based, nonprofit organization with 501 (c)(3) status, our mission is to bring people together from all walks of life; to work in partnership with families in need; and to help eliminate poverty housing in our communities and worldwide. We pledged to the letter and spirit of U.S. policy for the achievement of equal housing. We serve families earning between 30-55% of the AMI (area median income) by providing permanent housing solutions to families with very few housing options available. Using volunteer labor and donated building materials, we are able to keep building costs low. The volunteer construction crews work together on weekends, and during the week when possible. Our partner families, in turn, agree to pay back the construction costs in monthly mortgage payments, scheduled over a period of time that never creates a cost burden. Furthermore, we make no profit and charge no interest. The mortgage payments are then recycled and used to construct more affordable housing.

I am hopeful you will be able to grant our request. Redevelopment funds will be put to excellent use on this project. If you have any questions or comments, please feel free to call me at (209) 575-4585 extension 105.

Sincerely,


Anita Hellam, Executive Director

Habitat for Humanity, Stanislaus

cc: Board of Directors

Uniform Residential Appraisal Report

File # 14,094

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1102 TENAYA DRIVE City **MODESTO** State **CA** Zip Code **95354**
Borrower HABITAT Owner of Public Record **GALLO GLASS CO** County **STANISLAUS**
Legal Description LOT 36 BLK 2049 EMERICH TRACT
Assessor's Parcel # 035-012-006 Tax Year **07/08** R.E. Taxes \$ **1,006.76**
Neighborhood Name EMERICH TRACT Map Reference **548 D2** Census Tract **0021.00**
Occupant Owner Tenant Vacant Special Assessments \$ **0.00** PUD HOA \$ **N/A** per year per month
Property Rights Appraised Fee Simple Leasehold Other (describe)
Assignment Type Purchase Transaction Refinance Transaction Other (describe) **TRANSFER/TAX PURPOSES**
Lender/Client **G3 ENTERPRISES** Address **502 E WHITMORE AVENUE, MODESTO, CA 95358**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). **MLS**

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **NO CONTRACT OF SALE WAS AVAILABLE AT THE TIME OF THIS APPRAISAL. EXPECTED TRANSFER TO OCCUR 6/1/2008 AT A REDUCED RATE OR DONATION TO THE HABITAT FOR HUMANITY**
Contract Price \$ **N/A** Date of Contract **N/A** Is the property seller the owner of public record? Yes No Data Source(s) **METROSCAN**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. **N/A**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %		
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	80	Low 2	Multi-Family	0 %		
Neighborhood Boundaries YOSEMITE BLVD. TO THE NORTH, DRY CREEK TO THE WEST, TUOLUMNE RIVER TO THE SOUTH AND TIOGA DRIVE TO THE EAST.		300	High 80	Commercial	0 %		
		190	Pred. 55	Other	5 %		
Neighborhood Description ** SEE "NEIGHBORHOOD COMMENTS" ADDENDA **							

Market Conditions (including support for the above conclusions) **** SEE "GENERAL MARKET" ADDENDA ****

Dimensions 50' X 130' Area **6,500 Sq.Ft.** Shape **RECTANGULAR** View **NONE**
Specific Zoning Classification R-1 Zoning Description **RESIDENTIAL**
Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/> SEPTIC	Alley	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **X** FEMA Map # **0603840290B** FEMA Map Date **5/7/2001**
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
*** SEE SITE COMMENT SECTION ***

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	Concrete Slab <input type="checkbox"/> Crawl Space <input checked="" type="checkbox"/>	Foundation Walls	CONCRETE-AVG	Floors	CARPT/AVERAGE		
# of Stories ONE	Full Basement <input type="checkbox"/> Partial Basement <input type="checkbox"/>	Exterior Walls	WOOD-FAIR	Walls	PLASTER/AVERAG		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area N/A sq.ft.	Roof Surface	COMP-FAIR	Trim/Finish	WOOD/AVERAG		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts	NONE	Bath Floor	VINYL/AVERAGE		
Design (Style) AVERAGE	Outside Entry/Exit <input type="checkbox"/> Sump Pump <input type="checkbox"/>	Window Type	AL.SLIDER-AVERG	Bath Wainscot	FBGL/AVERAGE		
Year Built 1946	Evidence of <input type="checkbox"/> Infestation NONE NOT	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 35 YEARS	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	NONE	Driveway	# of Cars 2		
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	GRAVEL		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other WALL Fuel	Fireplace(s) #	<input checked="" type="checkbox"/> Fence	Garage	# of Cars 2		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	Patio/Deck	<input type="checkbox"/> Porch	Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool	<input type="checkbox"/> Other	Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in		

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
 Finished area above grade contains: **5 Rooms 3 Bedrooms 1 Bath(s) 1,359 Square Feet of Gross Living Area Above Grade**
Additional features (special energy efficient items, etc.). ** SEE "ADDITIONAL FEATURES" ADDENDUM **
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **** SEE "DEPRECIATION" ADDENDUM ****
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # 14.094

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 60,000 to \$ 150,000	
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 70,000 to \$ 160,000	
FEATURE	SUBJECT
COMPARABLE SALE # 1	COMPARABLE SALE # 2
COMPARABLE SALE # 3	
Address	1102 TENAYA DRIVE MODESTO, CA 95354
Address	240 S SANTA ANA AVENUE MODESTO
Address	806 KERR AVENUE MODESTO
Address	316 EMPIRE AVENUE MODESTO
Proximity to Subject	0.18 miles NE
Sale Price	\$ N/A
Sale Price/Gross Liv. Area	\$ 125.10 sq.ft.
Data Source(s)	DOC # 6391
Verification Source(s)	MLS # 70073582
VALUE ADJUSTMENTS	DESCRIPTION DESCRIPTION +(-) \$ Adjustment
Sales or Financing Concessions	CONV NONE KNOWN
Date of Sale/Time	1/23/08 COE
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	6,500 Sq.Ft. 11326 SF -6,000
View	NONE
Design (Style)	AVERAGE
Quality of Construction	AVERAGE
Actual Age	62 YEARS 78 YEARS 0 95 YEARS 0 60 YEARS 0
Condition	AVERAGE SUPERIOR -20,000
Above Grade	Total Bdrms. Baths Total Bdrms. Baths
Room Count	5 3 1 4 2 1 +1,000
Gross Living Area	1,359 sq.ft. 1,263 sq.ft. +5,400
Basement & Finished Rooms Below Grade	NONE NONE
Functional Utility	TYPICAL TYPICAL
Heating/Cooling	WALL/NONE WA/EVAP 0 FLOOR/NONE 0 FAU/CENTRAL -2,000
Energy Efficient Items	AVERAGE
Garage/Carport	2 CAR GARAG 1 CARGARAGE +3,000
Porch/Patio/Deck	PORCH/PATIO PORCH/PATIO
APPLIANCES	AVERAGE
LANDSCAPING	AVG.LANDSCP AVG.LANDSCP
AMENITIES	AVERAGE 2 FIREPLACES -2,000
Net Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -18,600 <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 43,000 <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 12,700
Adjusted Sale Price of Comparables	Net Adj. 11.8 % Gross Adj. 23.7 % \$ 139,400
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS, METROSCAN	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS, METROSCAN	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	NONE
Price of Prior Sale/Transfer	NONE
Data Source(s)	MLS, METROSCAN
Effective Date of Data Source(s)	4/1/2008
Analysis of prior sale or transfer history of the subject property and comparable sales	
Summary of Sales Comparison Approach ** SEE "SALES COMPARISON" ADDENDUM **	
Indicated Value by Sales Comparison Approach \$ 120,000	
Indicated Value by: Sales Comparison Approach \$ 120,000 Cost Approach (if developed) \$ 115,328 Income Approach (if developed) \$	
** SEE "FINAL RECONCILIATION" ADDENDUM **	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: ** SEE "COMMENTS AND CONDITIONS" ADDENDUM **	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 120,000 , as of 4/15/2008 , which is the date of inspection and the effective date of this appraisal.	

SALES COMPARISON APPROACH

RECONCILIATION

Uniform Residential Appraisal Report

File # 14,094

Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definitions of market value on page 4 of this report may not be consistent with definitions of insurable value.

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of market value. No additional intended users are identified by the appraiser.

This appraisal is not a substitute for a Home Inspection. Appraisers ability to determine condition is severely limited by concealed or obscured items such as floor coverings, exterior siding, personal property and other items not moved in the normal course of the visual inspection. Not included in this inspection is the signs of infestation, subsurface items or items otherwise concealed or obscured. Furthermore, no inspection of attic or crawl spaces were performed. No activation of mechanical, electrical or plumbing devices was performed. If the client or other parties involved are concerned regarding the above mentioned items, a home inspection should be performed by a qualified home inspector.

This appraiser has not made any search relating to the proximity to adverse influences such as but not limited to: nearby criminal activity, registered sex offenders or interim rehab facilities.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **HOME VALUE ONLY - \$56,630**

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW Source of cost data MARSHALL & SWIFT, LOCAL BUILDERS Quality rating from cost service AVG Effective date of cost data 1/1/2008 Comments on Cost Approach (gross living area calculations, depreciation, etc.) ** SEE "COST ADDENDUM" "IMPROVEMENT SKETCH" **	OPINION OF SITE VALUE = \$ 50,000 DWELLING 1,359 Sq.Ft. @ \$ 100.00 = \$ 135,900 N/A Sq.Ft. @ \$ = \$ Garage/Carport 451 Sq.Ft. @ \$ 25.00 = \$ 11,275 Total Estimate of Cost-New = \$ 147,175 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 30%;">Less Physical</td> <td style="width: 30%;">Functional</td> <td style="width: 30%;">External</td> <td></td> </tr> <tr> <td></td> <td>Depreciation 85,847</td> <td></td> <td></td> <td>= \$(85,847)</td> </tr> <tr> <td></td> <td colspan="3">Depreciated Cost of Improvements</td> <td>= \$ 61,328</td> </tr> <tr> <td></td> <td colspan="3">*As-is* Value of Site Improvements</td> <td>= \$ 4,000</td> </tr> </table> Estimated Remaining Economic Life (HUD and VA only) 25 Years INDICATED VALUE BY COST APPROACH = \$ 115,328		Less Physical	Functional	External			Depreciation 85,847			= \$(85,847)		Depreciated Cost of Improvements			= \$ 61,328		*As-is* Value of Site Improvements			= \$ 4,000
	Less Physical	Functional	External																		
	Depreciation 85,847			= \$(85,847)																	
	Depreciated Cost of Improvements			= \$ 61,328																	
	As-is Value of Site Improvements			= \$ 4,000																	

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ **N/A** X Gross Rent Multiplier = \$ **Indicated Value by Income Approach**
 Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project
 Total number of phases Total number of units **N/A** Total number of units sold
 Total number of units rented Total number of units for sale Data source(s)
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.
 Does the project contain any multi-dwelling units? Yes No Data Source
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities. **SUBJECT IS NOT A PUD**

Uniform Residential Appraisal Report

File # 14,094

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 14,094

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 14.094

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

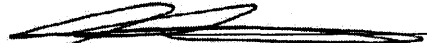
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name ANDY CONSTANTINOU
 Company Name STANISLAUS APPRAISERS, INC
 Company Address PO BOX 1993, CERES, CA 95307

Telephone Number (209) 537-5331
 Email Address cyrus01@sbcglobal.net
 Date of Signature and Report April 18, 2008
 Effective Date of Appraisal 4/15/2008
 State Certification # AR010974
 or State License # _____
 or Other (describe) _____ State # _____
 State CA
 Expiration Date of Certification or License 11/26/2008

ADDRESS OF PROPERTY APPRAISED
1102 TENAYA DRIVE
MODESTO, CA 95354

APPRAISED VALUE OF SUBJECT PROPERTY \$ 120,000

LENDER/CLIENT
 Name DOUG SMITH
 Company Name G3 ENTERPRISES
 Company Address 502 E WHITMORE AVENUE, MODESTO, CA
95358
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____

Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Uniform Residential Appraisal Report

File # 14,095

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 60,000 to \$ 130,000	
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 70,000 to \$ 140,000	
FEATURE	SUBJECT
Address 1106 TENAYA DRIVE MODESTO, CA 95354	740 EMPIRE AVENUE MODESTO
Proximity to Subject	0.58 miles SE
Sale Price	\$ N/A
Sale Price/Gross Liv. Area	\$ 110.84 sq.ft.
Data Source(s)	DOC # 17923
Verification Source(s)	MLS # 70102993
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing Concessions	FHA NONE KNOWN
Date of Sale/Time	2/22/08 COE
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	6,500 Sq.Ft. 9583 SF
View	NONE
Design (Style)	AVERAGE
Quality of Construction	AVERAGE
Actual Age	62 YEARS
Condition	AVERAGE
Above Grade	Total Bdrms. Baths
Room Count	4 2 1
Gross Living Area	840 sq.ft.
Basement & Finished Rooms Below Grade	N/A NONE
Functional Utility	TYPICAL
Heating/Cooling	WALL/NONE
Energy Efficient Items	AVERAGE
Garage/Carport	1 CAR GARAG
Porch/Patio/Deck	PORCH/PATIO
APPLIANCES	AVERAGE
LANDSCAPING	AVG. LANDSCP
AMENITIES	AVERAGE
Net Adjustment (Total)	\$ -1,400
Adjusted Sale Price of Comparables	\$ 88,600
<input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS, METROSCAN	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS, METROSCAN	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	NONE
Price of Prior Sale/Transfer	NONE
Data Source(s)	MLS, METROSCAN
Effective Date of Data Source(s)	4/1/2008
Analysis of prior sale or transfer history of the subject property and comparable sales	
Summary of Sales Comparison Approach ** SEE "SALES COMPARISON" ADDENDUM **	
Indicated Value by Sales Comparison Approach \$ 80,000	
Indicated Value by: Sales Comparison Approach \$ 80,000 Cost Approach (if developed) \$ 85,439 Income Approach (if developed) \$	
** SEE "FINAL RECONCILIATION" ADDENDUM **	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: ** SEE "COMMENTS AND CONDITIONS" ADDENDUM **	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 80,000, as of 4/15/2008, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

File # 14,095

Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definitions of market value on page 4 of this report may not be consistent with definitions of insurable value.

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of market value. No additional intended users are identified by the appraiser.

This appraisal is not a substitute for a Home Inspection. Appraisers ability to determine condition is severely limited by concealed or obscured items such as floor coverings, exterior siding, personal property and other items not moved in the normal course of the visual inspection. Not included in this inspection is the signs of infestation, subsurface items or items otherwise concealed or obscured. Furthermore, no inspection of attic or crawl spaces were performed. No activation of mechanical, electrical or plumbing devices was performed. If the client or other parties involved are concerned regarding the above mentioned items, a home inspection should be performed by a qualified home inspector.

This appraiser has not made any search relating to the proximity to adverse influences such as but not limited to: nearby criminal activity, registered sex offenders or interim rehab facilities.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **HOME VALUE ONLY - \$27,997**

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW Source of cost data MARSHALL & SWIFT, LOCAL BUILDERS Quality rating from cost service AVG Effective date of cost data 1/1/2008 Comments on Cost Approach (gross living area calculations, depreciation, etc.) ** SEE "COST ADDENDUM" "IMPROVEMENT SKETCH" **	OPINION OF SITE VALUE = \$ 50,000 DWELLING 840 Sq.Ft. @ \$ 100.00 = \$ 84,000 N/A Sq.Ft. @ \$ = \$ Garage/Carport 413 Sq.Ft. @ \$ 25.00 = \$ 10,325 Total Estimate of Cost-New = \$ 94,325 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 15%;">Less</td> <td style="width: 15%;">Physical</td> <td style="width: 15%;">Functional</td> <td style="width: 15%;">External</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>Depreciation</td> <td>62,886</td> <td></td> <td></td> <td>= \$(62,886)</td> </tr> <tr> <td></td> <td>Depreciated Cost of Improvements</td> <td></td> <td></td> <td></td> <td>= \$ 31,439</td> </tr> <tr> <td></td> <td>*As-is* Value of Site Improvements</td> <td></td> <td></td> <td></td> <td>= \$ 4,000</td> </tr> </table> Estimated Remaining Economic Life (HUD and VA only) 20 Years INDICATED VALUE BY COST APPROACH = \$ 85,439		Less	Physical	Functional	External			Depreciation	62,886			= \$(62,886)		Depreciated Cost of Improvements				= \$ 31,439		*As-is* Value of Site Improvements				= \$ 4,000
	Less	Physical	Functional	External																					
	Depreciation	62,886			= \$(62,886)																				
	Depreciated Cost of Improvements				= \$ 31,439																				
	As-is Value of Site Improvements				= \$ 4,000																				

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ **N/A** X Gross Rent Multiplier = \$ **Indicated Value by Income Approach**
 Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project
 Total number of phases Total number of units **N/A** Total number of units sold
 Total number of units rented Total number of units for sale Data source(s)
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.
 Does the project contain any multi-dwelling units? Yes No Data Source
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities. **SUBJECT IS NOT A PUD**

Uniform Residential Appraisal Report

File # 14.095

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 14,095

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report


File # 14,095

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name ANDY CONSTANTINOU
 Company Name _____
 Company Address PO BOX 1993, CERES, CA 95307
 Telephone Number (209) 537-5331
 Email Address cyprus01@sbcglobal.net
 Date of Signature and Report April 18, 2008
 Effective Date of Appraisal 4/15/2008
 State Certification # AR010974
 or State License # _____
 or Other (describe) _____ State # _____
 State CA
 Expiration Date of Certification or License 11/26/2008

ADDRESS OF PROPERTY APPRAISED
1106 TENAYA DRIVE
MODESTO, CA 95354
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 80,000
 LENDER/CLIENT
 Name DOUG SMITH
 Company Name G3 ENTERPRISES
 Company Address 502 E WHITMORE AVENUE, MODESTO, CA
95358
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency *NB*

BOARD AGENDA # 9:10 a.m. - *VI-D

Urgent

Routine

AGENDA DATE June 10, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Executive Director to Proceed with Commencing the 2009 Implementation Plan and Tax Increment Revenues and Expenses Forecast

STAFF RECOMMENDATIONS:

Authorize the Executive Director to Proceed with Commencing the 2009 Implementation Plan and Tax Increment Revenues and Expenses Forecast

FISCAL IMPACT:

Funding for the recommended study is allocated within the Agency Administration fund.

BOARD ACTION AS FOLLOWS:

No. 2008-427

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION

Background

Every five years, a redevelopment agency must update its Implementation Plan. The next update is scheduled for 2009. The purpose of redevelopment is to address and alleviate blighting conditions within the project area. Blight can include, but is not limited to, the lack of public infrastructure, community facilities, deteriorating private and public buildings, the decline of economic development activity, and the deterioration of, or the lack of affordable housing. Surveys conducted during the development of the redevelopment plan indicated the presence of blight. An Implementation Plan is the guide by which the agency performs identified programs and projects that facilitate the elimination of blight from the project area. As resources are identified and available, the programs and projects are implemented. Although significant steps have been taken during the first ten years of the agency's Implementation Plan, blighting conditions still exist within the project area.

Additionally, the Implementation Plan shall review housing activity within the Project Area and compare it with the requirements of the housing set-aside statute in Health and Safety Code Section 33000 et. seq. That statute requires 20% of property tax increment received shall be spent on affordable housing. However, the Stanislaus County Redevelopment Agency has committed 25% to that purpose.

Housing Market Effect

A report entitled "Housing at the Tipping Point" from Moody's Economy.com, Inc. suggests that housing prices could continue falling in 2008 and 2009. The report also forecasts a mild recovery to the housing market within the next 2-3 years. If home values continue to decrease over the next few years, Stanislaus County will face a resulting decrease in property tax revenue that may directly affect infrastructure and housing projects that the Agency conducts.

Agency Funding And Debt Capacity

The Redevelopment Agency has increasingly been called upon to fund various public improvements while implementing its statutory requirements for infrastructure improvements, prevention and elimination of blight, and promotion of economic development. The proceeds from current bond issues have been allocated to various projects, while future projects continue to be identified for funding. However, the Agency has not conducted a recent comprehensive look at its future funding capacity for these projects, based on current and projected increment revenues, agency debt and bond payments schedules.

To complete a comprehensive tax increment revenues and expenses forecast, staff proposes issuing a Request for Proposal (RFP) for a Tax Increment Revenues and Expenses Forecast for an amount not to exceed \$20,000. Staff is recommending the study include: (1) a look at increment revenue projections based both on current valuation information and addition of known major developments with the project areas; (2) a review of existing bond indebtedness payments on increment flow; (3) limitations of future bond capacity based on the life of the project areas and capacity limitations in the plans; (4) revisions in pass through payments based on SB1290 formulas (5) a look at future bond capacities and estimated timing of those issues; and inclusion of sufficient increment funds to cover administrative and general economic activities by the Agency. Studies will be conducted for both the housing set-aside funds and for the general increment funds, and reported separately. Funding for the study will be paid through Redevelopment Administration funds.

Ad Hoc Committee Recommendation

On April 11, 2008, the Project Review Ad Hoc Committee, comprised of Supervisor Bill O'Brien and Supervisor Dick Monteith, met with redevelopment staff to discuss agency funding. The committee is recommending to proceed with the tax increment revenues and expenses forecast to be conducted in conjunction with the 2009 Implementation Plan for the Agency.

FISCAL IMPACT:

There is funding allocated for the proposed study from the Agency Administration fund.

POLICY ISSUES:

It is the policy of the Agency to comply with laws and regulations established for program and project implementation. The adoption of the Implementation Plan satisfies a component of redevelopment law set forth in the California Health and Safety Code Section 33000 et. seq.

STAFFING IMPACT:

None.

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency *NB*

BOARD AGENDA # 9:10 a.m. - *VI-E

Urgent Routine

AGENDA DATE June 10, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Adoption of the Proposed 2008/2009 Fiscal Year Budget of \$4.5 Million

STAFF RECOMMENDATIONS:

Adopt the proposed 2008/2009 Fiscal Year Budget of \$4.5 Million and take all necessary steps to implement the 2008/2009 Budget.

FISCAL IMPACT:

It is estimated that the Agency will receive \$4,500,000 in property tax increment. The Redevelopment Agency is fully funded from tax increment and does not rely on the general fund.

BOARD ACTION AS FOLLOWS:

No. 2008-428

On motion of Supervisor Monteith , Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

ATTEST:

File No.

DISCUSSION:

During Fiscal Year 2007/08, the Agency:

- Completed Phase 1 of the Keyes Storm Drainage infrastructure project, and prepared to go out to bid for Phase 2.
- Continued efforts on the development of the Salida Blvd. improvement project, as well as the Airport Neighborhood infrastructure project.
- In partnership with Habitat for Humanity, facilitated the purchase of six (6) single family homes in the Airport Neighborhood for rehabilitation and sale to targeted-income households, and allocated additional funds for future land acquisitions.
- Assisted six (6) households in rehabilitating their home.
- Assisted twelve (12) households purchase their first home.
- Provided a cleanup campaign opportunity in the communities of Bret Harte, Keyes, Airport Neighborhood, Empire, and North Ceres.

The 2008/2009 Redevelopment Agency Budget was prepared using the Redevelopment Project Implementation Plan and current obligations as guidelines. The following activities proposed for the 2008/2009 budget reflect those guidelines.

1. The Agency will continue its debt service obligations. Currently, the Agency has three long-term debt obligations: the State Water Board (balance owed: \$1,252,295; Bret Harte Sewer), the United States Department of Agriculture/Rural Development Services (balance owed: \$8,397,481.93; Salida Storm Drain) and the Tax Allocation Bond (balance owed: \$28,422,795.76; Keyes Storm Drain). Payments to be made during FY2008/2009 are \$180,000, \$244,000 and \$1,178,673, respectively for a total of \$1,602,673.

There are two short-term debt obligations that have been paid in full within the last year: the Shackelford Sewer Collection and Transfer System, and the Industrial Fire District for purchase of two fire-fighting vehicles.

The projects discussed above implement the Board of Supervisors priorities of: a well-planned infrastructure system, and effective partnerships.

2. The Neighborhood Cleanup Program has been a success in previous years and an allocation of \$50,000 has been budgeted for 2008/2009 to accommodate a targeted 5 additional events in the communities of Grayson, Crows Landing, Denair, Hickman, and Riverdale Park.

This program implements the Board of Supervisors priorities of: a safe community, a healthy community, and effective partnerships.

3. The Agency is currently partnering with the department of Public Works on the Salida Boulevard Improvement Project. This project will be the initial project in the economic development and rejuvenation efforts for Salida Boulevard over the

next few years. Improvement plans for the area were originally brought to property owners in December of 2006. The project is currently being advertised for bids, with the bid opening scheduled for June 25. Construction will start mid summer, with completion by early fall. An allocation of \$250,000 has been incorporated into the 2008-2009 Agency budget towards construction.

This project will implement the Board of Supervisors priorities of: a well-planned infrastructure system, a strong local economy, and effective partnerships.

4. The Agency will continue its First Time Home Buyer Program, Minor Home Repair, Housing Rehabilitation, and Land Acquisition Programs. The allocation proposed for the respective activities is \$200,000, \$50,000, \$200,000, and \$50,000 for a total of \$500,000.

These programs implement the Board of Supervisors priorities of: a healthy community, and effective partnerships.

5. Administration and Services are estimated to be \$450,000 (10% of revenue projection). This amount includes salaries and benefits for two full-time staff persons, as well as services performed on behalf of the Agency by other county departments (e.g., Planning and Community Development, County Counsel, SBT, Auditor-Controller and Public Works), general office overhead (mailing, printing, supplies, janitorial, phone, and the like), travel, publications, professional memberships and seminars. This category also includes services provided by Agency Legal Counsel, Miller, Owen and Trost and performance of an independent audit.
6. Staff will continue the development of an infrastructure plan for the Airport District redevelopment sub-area. The infrastructure plan will assist in determining the cost for curb, gutter, lighting and sidewalks for the targeted area. Staff will be working with the Sustainable Communities Grant/Loan Program that is administered through the California Pollution Control Financing Authority for funding for the infrastructure plan. A total of \$300,000 has been budgeted for the continuation of this project.

The program Sustainable Communities Program will implement the Board of Supervisors priorities of: a well-planned infrastructure system, strong local economy, and effective partnerships.

7. A goal of the Redevelopment Agency is to alleviate blight and improve the economic conditions within its areas. \$200,000 has been allocated to Economic Development activities that may include financial assistance to prevent or eliminate health and safety issues, workforce development programs and the small business loan program.

8. The Board of Supervisors included and approved the Empire Storm Drainage Infrastructure Project for design in the Annual Action Plan for the Community Development Block Grant (CDBG) Program of 2008/09. Staff will continue to oversee the design and engineering phase of this project, which is well underway. Because CDBG funds are being utilized for design, the program has timeliness requirements for actual project construction. If timelines are not met, the County would be required to return the funds. It is therefore recommended to allocate funds at this time for the first phase of construction, and the budget includes an allocation of \$1,147,327 of Agency funds to be leveraged with CDBG funds.

Note: The Agency previously issued \$15,615,000 in bonded indebtedness to assist in the finance of the construction of the Keyes Storm Drainage infrastructure project. With prior years carryover, it is anticipated there will be adequate funds for the project for the coming fiscal year, so no additional funds are requested at this time. The project began during FY2006/07, and is projected to be completed by FY09/10. The project consists of three (3) components: the storm water treatment unit; the detention basin improvements including the pumping station; and, the storm drain collection system including full width street improvements; and, to provide engineering and construction and staking services prior to and during construction of each phase.

These projects will implement the Board of Supervisors priorities of: a well-planned infrastructure system, a safe community, and effective partnerships.

Below is a table of those activities described above.

ACTIVITY	DESCRIPTION	BUDGET
1	Debt Service	\$1,602,673
2	Neighborhood Cleanup Program	\$ 50,000
3	Salida Boulevard	\$ 250,000
4	Housing related activities	\$ 500,000
5	Administration (includes staff, rent, overhead, and services provided by various county agencies)	\$ 450,000
6	Airport Neighborhood Project	\$ 300,000
7	Economic Development	\$ 200,000
8	Empire Infrastructure Project	<u>\$1,147,327</u>
TOTAL		\$4,500,000

This budget and work plan is a part of the overall Implementation Plan Update, 2005-2009 adopted in December 2004. The Implementation Plan is scheduled to be updated in 2009, at which time an analysis of the programs and priorities will take place.

POLICY ISSUES:

As discussed specifically in each program and project proposed, this budget addresses goals and objectives of the Redevelopment Agency and the Board of Supervisors. It also directly implements the General Plan, Capital Improvements Program and the Agency's Implementation Plan. The Agency's budget implements the Board of Supervisor's priorities of promoting a safe community, a well-planned infrastructure system, a strong local economy, effective partnerships, and a healthy community.

STAFFING IMPACT:

There are two staff persons assigned to the Redevelopment Agency. Additional services provided by the Department of Planning and Community Development and various departments within county government are compensated within the Administrative Services budget item. No additional staff is requested.

**COUNTY OF STANISLAUS
STANDARD AGREEMENT**

2008-HA-01
Agreement Number

1. This Agreement is entered into between the Stanislaus County Redevelopment Agency and the following named Contractor Housing Authority of Stanislaus County
(If other than an individual, state whether a corporation, partnership, etc.): Corporation
2. The term of this Agreement is: One year: July 1st, 2008 until June 30th, 2009
3. The maximum amount of payment based on X lump sum, or ___ time and materials is \$73,447.09
4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:
 - (a) Exhibit A -- Standard Contract Conditions (LF 4.01)
 - (b) Exhibit B -- Scope of Work

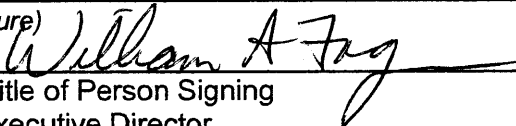
IN WITNESS WHEREOF, the parties have executed this Agreement on

July 1st, 2008
(Date)

CONTRACTOR

Contractor's Name
Housing Authority of Stanislaus County

By (Authorized Signature)



Printed Name and Title of Person Signing
William A. Fagan, Executive Director

94-6003023

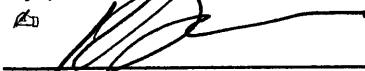
Mailing Address
P.O. Box 581918
Modesto, CA 95358-0033

Taxpayer Identification/Social Security No.

COUNTY OF STANISLAUS

Department Name
Stanislaus County Redevelopment Agency

By (Authorized Signature)



Printed Name and Title of Person Signing
Kirk Ford, Interim Executive Director

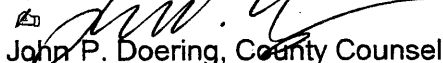
Mailing Address
1010 10th Street, Suite 3400, Modesto, CA 95354

Approved for Content:



Nancy Brown, Deputy Director

Approved for Form:



John P. Doering, County Counsel

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

The Contractor will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including, but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by the County.

The Contractor agrees to defend, indemnify and hold harmless The County and its officers, employees, and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the Scope of Work except those arising by reason of the sole negligence of the County, its officers, employees or agents.

Loan repayments, interest or other return on County's investment of HOME funds disbursed through this contract shall be collected by the Contractor and transferred to the County within 30 days of receipt. The County will hold any such funds for additional HOME-eligible activities in the County.

The Contractor shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.

The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the HOME program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

The Contractor shall be responsible for conducting the environmental review of any projects assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval and formal acceptance.

The Contractor agrees that it will comply with the Americans with Disabilities Act and Title VII or the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to the Contractor by the County pursuant to this contract.

For the purpose of these Acts no person shall:

- a. Deny any services or other benefit provided under the program or activity.
- b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- e. Treat an individual differently from others in determining whether that individual satisfies and admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or

d. Owner shall comply with all laws affecting the property and its use.

The owner's failure to comply with any or all of the above restrictions shall make the principal and all accrued interest immediately due and payable.

COMPENSATION:

The Contractor shall be compensated for the services provided under this agreement as follows:

Construction and fees.

The Contractor shall be compensated fifty dollars (\$50.00) per completed application for the duties as outlined and one hundred dollars (\$100.00) per completed application that results in a completed rehabilitation project.

The Contractor shall be compensated at a rate of fifteen percent (15%) of the total construction cost for each project funded.

The Contractor shall be compensated at the rate of ten dollars (\$10.00) for each monthly loan payment processed.

The Contractor shall quarterly submit a written invoice identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. The County shall pay the Contractor within forty-five (45) days of the receipt of the invoice.

next few years. Improvement plans for the area were originally brought to property owners in December of 2006. The project is currently being advertised for bids, with the bid opening scheduled for June 25. Construction will start mid summer, with completion by early fall. An allocation of \$250,000 has been incorporated into the 2008-2009 Agency budget towards construction.

This project will implement the Board of Supervisors priorities of: a well-planned infrastructure system, a strong local economy, and effective partnerships.

4. The Agency will continue its First Time Home Buyer Program, Minor Home Repair, Housing Rehabilitation, and Land Acquisition Programs. The allocation proposed for the respective activities is \$200,000, \$50,000, \$200,000, and \$50,000 for a total of \$500,000.

These programs implement the Board of Supervisors priorities of: a healthy community, and effective partnerships.

5. Administration and Services are estimated to be \$450,000 (10% of revenue projection). This amount includes salaries and benefits for two full-time staff persons, as well as services performed on behalf of the Agency by other county departments (e.g., Planning and Community Development, County Counsel, SBT, Auditor-Controller and Public Works), general office overhead (mailing, printing, supplies, janitorial, phone, and the like), travel, publications, professional memberships and seminars. This category also includes services provided by Agency Legal Counsel, Miller, Owen and Trost and performance of an independent audit.
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The program Sustainable Communities Program will implement the Board of Supervisors priorities of: a well-planned infrastructure system, strong local economy, and effective partnerships.

7. A goal of the Redevelopment Agency is to alleviate blight and improve the economic conditions within its areas. \$200,000 has been allocated to Economic Development activities that may include financial assistance to prevent or eliminate health and safety issues, workforce development programs and the small business loan program.

**COUNTY OF STANISLAUS
STANDARD AGREEMENT**

2008-HA-02
Agreement Number

1. This Agreement is entered into between the Stanislaus County Redevelopment Agency and the following named Contractor Housing Authority of Stanislaus County
(If other than an individual, state whether a corporation, partnership, etc.): Corporation
2. The term of this Agreement is: One year: July 1st, 2008 until June 30th, 2009
3. The maximum amount of payment based on lump sum, or time and materials is \$200,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:
 - (a) Exhibit A -- Standard Contract Conditions (LF 4.01)
 - (b) Exhibit B -- Scope of Work

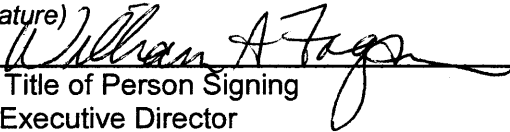
IN WITNESS WHEREOF, the parties have executed this Agreement on

July 1, 2008
(Date)

CONTRACTOR

Contractor's Name
Housing Authority of Stanislaus County

By (Authorized Signature)



Printed Name and Title of Person Signing
William A. Fagan, Executive Director

94-6003023

Mailing Address
P.O. Box 581918
Modesto, CA 95358-0033

Taxpayer Identification/Social Security No.

COUNTY OF STANISLAUS


Department Name
Stanislaus County Redevelopment Agency

By (Authorized Signature)



Printed Name and Title of Person Signing
Kirk Ford, Interim Executive Director

Mailing Address
1010 10th Street, Suite 3400, Modesto, CA 95354

Approved for Content:

Nancy Brown, Deputy Director

Approved for Form:

John P. Deering, County Counsel

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.
16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.
17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.
18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

The Contractor will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including, but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by the County.

The Contractor agrees to defend, indemnify and hold harmless The County and its officers, employees, and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the Scope of Work except those arising by reason of the sole negligence of the County, its officers, employees or agents.

Loan repayments, interest or other return on County's investment of HOME funds disbursed through this contract shall be collected by the Contractor and transferred to the County within 30 days of receipt. The County will hold any such funds for additional HOME-eligible activities in the County.

The Contractor shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.

The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the HOME program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

The Contractor shall be responsible for conducting the environmental review of any projects assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval and formal acceptance.

The Contractor agrees that it will comply with the Americans with Disabilities Act and Title VII or the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to the Contractor by the County pursuant to this contract.

For the purpose of these Acts no person shall:

- a. Deny any services or other benefit provided under the program or activity.
- b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- e. Treat an individual differently from others in determining whether that individual satisfies and admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or

COMPENSATION:

The Contractor shall be compensated for the services provided under this agreement as follows:

Construction and fees.

The Contractor shall be compensated one-hundred dollars (\$100.00) per application resulting in a rehabilitation contract and fifty dollars (\$50.00) each for all other completed applications, for the duties as outlined.

The Contractor shall be compensated at a rate of fifteen percent (15%) of the total construction cost for each project funded.

The Contractor shall be compensated at the rate of ten-dollars (\$10.00) for each monthly loan payment processed. (This fee may be subject to an increase of 3% each year for inflation).

The Contractor shall submit a written invoice identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. The County shall pay the Contractor within thirty (30) days of the receipt of the invoice.

COUNTY OF STANISLAUS
STANDARD AGREEMENT

2008-HA-03
Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor
Housing Authority of Stanislaus County
(If other than an individual, state whether a corporation, partnership, etc.): Corporation
2. The term of this Agreement is: One year: July 1st, 2008 until June 30th, 2009
3. The maximum amount of payment based on X lump sum, or ___ time and materials not to exceed a total of \$150,000.00 over contract term.
4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:
- (a) Exhibit A -- Standard Contract Conditions (LF 4.01)
 - (b) Exhibit B -- Scope of Work

IN WITNESS WHEREOF, the parties have executed this Agreement on

July 1, 2008

(Date)

CONTRACTOR

Contractor's Name
Housing Authority of Stanislaus County

By (Authorized Signature)



Printed Name and Title of Person Signing
William A. Fagan, Executive Director

94-6003023


Mailing Address
P.O. Box 581918
Modesto, CA 95358-0033

Taxpayer Identification/Social Security No.

COUNTY OF STANISLAUS

Department Name
Stanislaus County Redevelopment Agency

By (Authorized Signature)



Printed Name and Title of Person Signing
Kirk Ford, Interim Executive Director

Mailing Address
1010 10th Street, Suite 3400, Modesto, CA 95354

Approved for Content:


Nancy Brown, Deputy Director

Approved for Form:


John P. Doering, County Counsel

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.
16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.
17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.
18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

The Contractor agrees to defend, indemnify and hold harmless The County and its officers, employees, and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the Scope of Work except those arising by reason of the sole negligence of the County, its officers, employees or agents.

Loan repayments, interest or other return on County's investment of HOME funds disbursed through this contract shall be collected by the Contractor and transferred to the County within 30 days of receipt. The County will hold any such funds for additional HOME-eligible activities in the County.

The Contractor shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.

The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the HOME program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

The Contractor shall be responsible for conducting the environmental review of any projects assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval and formal acceptance.

The Contractor agrees that it will comply with the Americans with Disabilities Act and Title VII or the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to the Contractor by the County pursuant to this contract.

For the purpose of these Acts no person shall:

- a. Deny any services or other benefit provided under the program or activity.
- b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- e. Treat an individual differently from others in determining whether that individual satisfies and admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
- f. Deny an opportunity to participate in a program or activity as an employee;

To comply with the HOME regulation that funds be spent within 15 days of disbursement, the Contractor shall request reimbursements of incidental expenditures. In the case of a known

COMPENSATION:

The Contractor shall be compensated for the services provided under this agreement as follows:

Construction and fees.

The Contractor shall be compensated fifty dollars (\$50.00) per completed application for the duties as outlined and one hundred dollars (\$100.00) per completed application that results in a completed rehabilitation project.

The Contractor shall be compensated at a rate of fifteen percent (15%) of the total construction cost for each project funded.

The Contractor shall be compensated at the rate of ten dollars (\$10.00) for each monthly loan payment processed.

The Contractor shall quarterly submit a written invoice identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. The County shall pay the Contractor within forty-five (45) days of the receipt of the invoice.

SITTING AS THE REDEVELOPMENT AGENCY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency *AB*

BOARD AGENDA # 9:10 a.m. - VI-F

Urgent Routine

AGENDA DATE June 10, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Adopt the Mitigated Negative Declaration for Stanislaus County, Keyes Improvement Project; and Approval to Adopt Plans and Specifications for the Keyes Improvement Project, Phase 2 and Set the Bid Opening Date and Time as August 06, 2008, at 2:00 P.M.

STAFF RECOMMENDATIONS:

1. Adopt the Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15074(B), by finding on the basis of the whole record, including the Initial Study and any comments received, that there is no substantial evidence the project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects Stanislaus County's independent judgment and analysis.
2. Adopt the Mitigation Monitoring Plan pursuant to CEQA Guidelines Section 15074(d).
3. Incorporate the CEQA Mitigated Negative Declaration, Mitigation Measures as part of the construction contract (see attached Mitigation Monitoring Plan).

(Continued on page 2)

FISCAL IMPACT:

Costs associated with this project will be satisfied with Stanislaus County Redevelopment Agency funds. In December 2005, the Agency completed a Tax Allocation Bond sale in the amount of \$15,615,000. Together, with other agency-allocated funds, there are funds available for this component of the project. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-429

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Adopt the Mitigated Negative Declaration, and Plans and Specifications for the Keyes Improvement Project Phase 2, and Set the Bid Opening Date and Time as August 06, 2008, at 2:00 P.M.

Page 2

STAFF RECOMMENDATIONS: (Continued)

4. Order the filing of a Notice of Determination with the Stanislaus County Clerk-Recorder's Office pursuant to Public Resources Code Section 21125 and CEQA Guidelines Section 15075.
5. Adopt the plans, specifications, and working details for the Keyes Improvement Project, Phase 2.
6. Direct staff to mail "notice inviting bids" to trade journals as required by law.
7. Direct the Clerk of the Board to publish the attached "Notice to Contractors" for the project as required by law and set the deadline for submission of the bid as August 06, 2008, at 2:00 P.M.

DISCUSSION:

The Stanislaus County Redevelopment Agency identified the Keyes Storm Drain Project (Keyes Improvement Project) for construction in its 2000-2004 Implementation Plan. In December 2004, the Agency adopted its 2005-2009 Implementation Plan and again included and scheduled the Keyes Storm Drain Project for construction.

Steps began during the prior period to fund both the design of the project, as well as the financing for its construction. Both steps were completed during FY05/06, and the Agency completed Phase 1 and is now prepared to commence construction for Phase 2. Plans and specifications have been prepared, and it is requested that the project go out to bid, with a bid opening date and time of August 6, 2008 at 2:00 p.m., following the receipt of responses from the bidding process, staff will return to the Agency Board with a recommendation for bid acceptance and subsequent contract award.

Phase 2 construction consist of the installation of about six (6) miles of underground storm drain piping collection system, new streets with curb, gutter and inlets for those six miles, a five (5) pump lift station with its own back-up generator, increase of the existing Bonita Ranch basin capacity, excavation of an additional basin for additional needed holding capacity and the upgrade of the existing pumping lift station to the discharge point to the TID lateral canal 2-1/2. The construction time is estimated to take eighteen (18) to twenty (24) month, depending on the two (2) winter seasons rainfall delays, if any.

The Redevelopment Agency (Agency) has partnered with the Keyes Community Service District (District) through a Memorandum of Understanding (MOU)

Approval to Adopt the Mitigated Negative Declaration, and Plans and Specifications for the Keyes Improvement Project Phase 2, and Set the Bid Opening Date and Time as August 06, 2008, at 2:00 P.M.

Page 3

approved by the Agency on June 26, 2007. This MOU underlines the Agency and the District agreement that by combining each party's improvement projects will reduce the cost of performing this work, and will serve the public interest by promoting public health, safety, welfare, providing a well-planned infrastructure system, supporting efficient delivery of public services, and creating effective partnerships.

CEQA

Staff has determined this project to be subject to the California Environmental Quality Action (CEQA). Pursuant to CEQA, Planning Department staff has prepared and circulated an Initial Study/Mitigated Negative Declaration to various agencies and to the public (see attached Mitigated Negative Declaration). The public comment period closed on March 31st, 2008. Department staff received comments from seven agencies: the California Native American Heritage Commission, the California Department of Transportation (CalTrans), Stanislaus

County Environmental Review Committee (ERC), Stanislaus County Department of Parks & Recreation, Stanislaus County Department of Public Works – Transit Division, Stanislaus County Fire Prevention Bureau, and the Turlock Irrigation District (TID). The comments provided were informational in nature and have been addressed in the construction contract (See attached letters).

The majority of the Mitigation Measures that have been incorporated were done so to lessen the impact the project will have on the Community of Keyes. These include: air quality impacts, limitations on the hours of construction, noise reduction techniques, the handling of hazardous materials (if discovered during construction), and traffic control measures. As part of the final approval, staff recommends that the Mitigation Measures be included as a part of the final construction contract.

POLICY ISSUES:

Moving forward with Phase 2 of the Keyes Improvement Project will carry out the adopted goals and priorities of the Agency's Implementation Plan, and are consistent with the policies to provide a safe, healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

Approval to Adopt the Mitigated Negative Declaration, and Plans and Specifications for the Keyes Improvement Project Phase 2, and Set the Bid Opening Date and Time as August 06, 2008, at 2:00 P.M.
Page 4

ATTACHMENTS:

1. Mitigated Negative Declaration
2. Mitigation Monitoring Plan
3. Comments to Initial Study/Mitigated Negative Declaration
4. Notice to Contractors
5. Plans and Specifications **(AVAILABLE FROM THE CLERK)**

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MITIGATED NEGATIVE DECLARATION

NAME OF PROJECT: Keyes Storm Drain Improvement Project

LOCATION OF PROJECT: The area is bound by Anna Avenue on the north; Tenth Street on the east; Grace Avenue on the southeast; Nunes Road on the south; Highway 99 on the west; and Motsinger on the northeast, in Keyes, CA.

PROJECT DEVELOPER: Stanislaus County Redevelopment Agency

DESCRIPTION OF PROJECT: The Keyes Storm Drain Improvement Project will provide storm drain services for the greater Keyes area, including the downtown and commercial areas of Keyes. The project includes excavation of a new storm water detention basin, making improvements to the existing detention basin, including a pumping station, construction of a storm drain collection system, and installation of full width street improvements with curbs and gutters.

Based upon the Initial Study, dated **February 22, 2008**, the County Planning Department finds as follows:

1. This project does not have the potential to degrade the quality of the environment, nor to curtail the diversity of the environment.
2. This project will not have a detrimental effect upon either short-term or long-term environmental goals.
3. This project will not have impacts which are individually limited but cumulatively considerable.
4. This project will not have environmental impacts which will cause substantial adverse effects upon human beings, either directly or indirectly.

The aforementioned findings are contingent upon the following mitigation measures (if indicated) which shall be incorporated into this project:

1. *To reduce PM-10 emissions associated with construction the following strategies shall be included as part of all construction contracts for future development.*
 - a. *All clearing, grading, earth moving, or excavation activities shall cease when wind speeds are consistently equal to, or greater than, 20 mph.*
 - b. *All excavated material, graded or otherwise disturbed shall be watered sufficiently to prevent excessive amounts of dust. Watering shall occur twice daily with complete coverage, preferably in late morning and after work is done for the day.*
 - c. *All material transported and vehicle speeds shall be limited to 15 mph on unpaved roadways.*
 - d. *Street sweeping and/or washing shall be undertaken to reduce dust emissions on paved roads, shoulders, and access ways adjacent to the construction site.*
 - e. *All internal combustion equipment shall be properly maintained and tuned according to manufacturer's specifications.*
 - f. *Idling of all internal combustion equipment shall be limited to ten minutes at any given time.*
 - g. *The use of building materials that do not require the use of paints/solvents shall be encouraged.*
2. *All diesel-fueled construction equipment shall implement the following measures:*
 - a. *Retard injection timing 2 degrees.*
 - b. *Install high pressure injectors.*
 - c. *Use reformulated diesel fuel.*
 - d. *Limit diesel warm-up times (normally, a properly tuned diesel engine can be warmed up in 5 to 10 minutes).*

3. *Rule VIII - (Fugitive PM-10 Prohibitions). Rules 8011-8081 are designed to reduce PM-10 emissions (predominantly dust/dirt) generated by human activity, including construction and demolition activities, road construction, bulk materials storage, paved and unpaved roads, carryout and trackout, landfill operations, etc. If a residential site is 1.0 to less than 5.0 acres, an owner/operator must provide written notification to the District at least 48 hours prior to his/her intent to begin any earthmoving activities as specified in Section 6.4.1 of Rule 8021.*
4. *Should any archeological or human remains be discovered during development, work shall be immediately halted within 150 feet of the find until it can be evaluated by a qualified archeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented.*
5. *Standard industry practices shall be employed during construction hours as well as after hours to alleviate the risk of hazardous situations.*
6. *Construction contracts shall include a stop-work provision in the event previously unidentified contamination is discovered during construction so that appropriate actions can be taken to reduce potential human health and environmental hazards.*
7. *Traffic control measures shall be used during project construction.*
8. *BMPs shall be incorporated into project design to reduce urban contaminant levels in stormwater runoff, consistent with Stanislaus County standards.*
9. *Construction contracts shall include a stop-work provision in the event previously unidentified contamination is discovered during construction so that appropriate actions can be taken to reduce potential human health and environmental hazards.*
10. *Hours of construction on the project site shall be limited to 7:00 a.m. to 6:00 p.m., Monday thru Friday, with no construction allowed on holidays.*
11. *All construction equipment shall be fitted with properly functioning mufflers.*
12. *Any noisy construction equipment shall be located away from sensitive receptors, and, if necessary, temporary noise barriers shall be constructed between noise sources and sensitive receptors.*

The Initial Study and other environmental documents are available for public review at the Department of Planning and Community Development, 1010 10th Street, Suite 3400, Modesto, California.

Initial Study prepared by: Ana Rocha, Associate Planner

Submit comments to: Stanislaus County
Redevelopment Agency
1010 10th Street, Suite 3400
Modesto, California 95354

Stanislaus County

Planning and Community Development

1010 10th Street, Suite 3400
Modesto, CA 95354

Phone: (209) 525-6330
Fax: 525-5911

Mitigation Monitoring Plan

Adapted from CEQA Guidelines sec. 15097 Final Text, October 26, 1998

February 22, 2008

1. Project title and location: Keyes Storm Drain Improvement Project
2. Project Applicant name and address: Stanislaus County Redevelopment Agency
1010 10th Street, Suite 3400
Modesto, CA 95354
3. Person Responsible for Implementing Mitigation Program (Applicant Representative): Stanislaus County Redevelopment Agency
4. Agency Representative: County Public Works Projects Coordinator
Charles Vasquez
5. Contact person at County: Ana Rocha, Associate Planner
(209) 525-6330

MITIGATION MEASURES AND MONITORING PROGRAM:

List all Mitigation Measures by topic as identified in the Mitigated Negative Declaration and complete the form for each measure.

III. AIR QUALITY

- No. 1 Mitigation Measure:** To reduce PM-10 emissions associated with construction the following strategies shall be included as part of all construction contracts for future development.
- a. All clearing, grading, earth moving, or excavation activities shall cease when wind speeds are consistently equal to, or greater than, 20 mph.
 - b. All excavated material, graded or otherwise disturbed shall be watered sufficiently to prevent excessive amounts of dust. Watering shall occur twice daily with complete coverage, preferably in late morning and after work is done for the day.
 - c. All material transported and vehicle speeds shall be limited to 15 mph on unpaved roadways.
 - d. Street sweeping and/or washing shall be undertaken to reduce dust emissions on paved roads, shoulders, and access ways adjacent to the construction site.
 - e. All internal combustion equipment shall be properly maintained and tuned according to manufacturer's specifications.
 - f. Idling of all internal combustion equipment shall be limited to ten minutes at any given time.
 - g. The use of building materials that do not require the use of paints/solvents shall be encouraged.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: Stanislaus County Redevelopment Agency

No. 2 Mitigation Measure: All diesel-fueled construction equipment shall implement the following measures:

- a. Retard injection timing 2 degrees.
- b. Install high pressure injectors.
- c. Use reformulated diesel fuel.
- d. Limit diesel warm-up times (normally, a properly tuned diesel engine can be warmed up in 5 to 10 minutes).

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: None

No. 3 Mitigation Measure: Rule VIII - (Fugitive PM-10 Prohibitions). Rules 8011-8081 are designed to reduce PM-10 emissions (predominantly dust/dirt) generated by human activity, including construction and demolition activities, road construction, bulk materials storage, paved and unpaved roads, carryout and trackout, landfill operations, etc. If a residential site is 1.0 to less than 5.0 acres, an owner/operator must provide written notification to the District at least 48 hours prior to his/her intent to begin any earthmoving activities as specified in Section 6.4.1 of Rule 8021.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: Stanislaus County Redevelopment Agency

V. CULTURAL RESOURCES

No. 4 Mitigation Measure: Should any archeological or human remains be discovered during development, work shall be immediately halted within 150 feet of the find until it can be evaluated by a qualified archeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: None

VI. GEOLOGY AND SOILS

No. 5 Mitigation Measure: Standard industry practices shall be employed during construction hours as well as after hours to alleviate the risk of hazardous situations.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: None

VII. HAZARDS AND HAZARDOUS MATERIALS

No. 6 Mitigation Measure: Construction contracts shall include a stop-work provision in the event previously unidentified contamination is discovered during construction so that appropriate actions can be taken to reduce potential human health and environmental hazards.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: None

No. 7 Mitigation Measure: Traffic control measures shall be used during project construction.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Public Works Department

Other Responsible Agencies: None

VIII. HYDROLOGY AND WATER QUALITY

No. 8 Mitigation Measure: BMPs shall be incorporated into project design to reduce urban contaminant levels in stormwater runoff, consistent with Stanislaus County standards.

Who Implements the Measure: Stanislaus County Redevelopment Agency

When should the measure be implemented: As part of any construction contract.

When should it be completed: Upon completion of construction.
Who verifies compliance: Stanislaus County Public Works Department
Other Responsible Agencies: Stanislaus County Redevelopment Agency

No. 9 Mitigation Measure: Construction contracts shall include a stop-work provision in the event previously unidentified contamination is discovered during construction so that appropriate actions can be taken to reduce potential human health and environmental hazards.

Who Implements the Measure: Stanislaus County Redevelopment Agency
When should the measure be implemented: Any time construction takes place.
When should it be completed: Upon completion of construction.
Who verifies compliance: Department of Environmental Resources
Other Responsible Agencies: Stanislaus County Public Works Department

XI. NOISE

No. 10 Mitigation Measure: Hours of construction on the project site shall be limited to 7:00 a.m. to 6:00 p.m., Monday thru Friday, with no construction allowed on holidays.

Who Implements the Measure: Stanislaus County Redevelopment Agency
When should the measure be implemented: At any time construction takes place.
When should it be completed: Upon completion of construction.
Who verifies compliance: Stanislaus County Public Works.
Other Responsible Agencies: Stanislaus County Redevelopment Agency

No. 11 Mitigation Measure: All construction equipment shall be fitted with properly functioning mufflers.

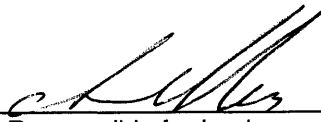
Who Implements the Measure: Stanislaus County Redevelopment Agency
When should the measure be implemented: At any time construction takes place.
When should it be completed: Upon completion of construction.
Who verifies compliance: Stanislaus County Public Works Department.
Other Responsible Agencies: Stanislaus County Redevelopment Agency

No. 12 Mitigation Measure: Any noisy construction equipment shall be located away from sensitive receptors, and, if necessary, temporary noise barriers shall be constructed between noise sources and sensitive receptors.

Who Implements the Measure: Stanislaus County Redevelopment Agency
When should the measure be implemented: At any time construction takes place.

When should it be completed: Upon completion of construction.
Who verifies compliance: Stanislaus County Public Works Department
Other Responsible Agencies: Stanislaus County Redevelopment Agency

I, the undersigned, do hereby certify that I understand and agree to be responsible for implementing the Mitigation Program for the above listed project.

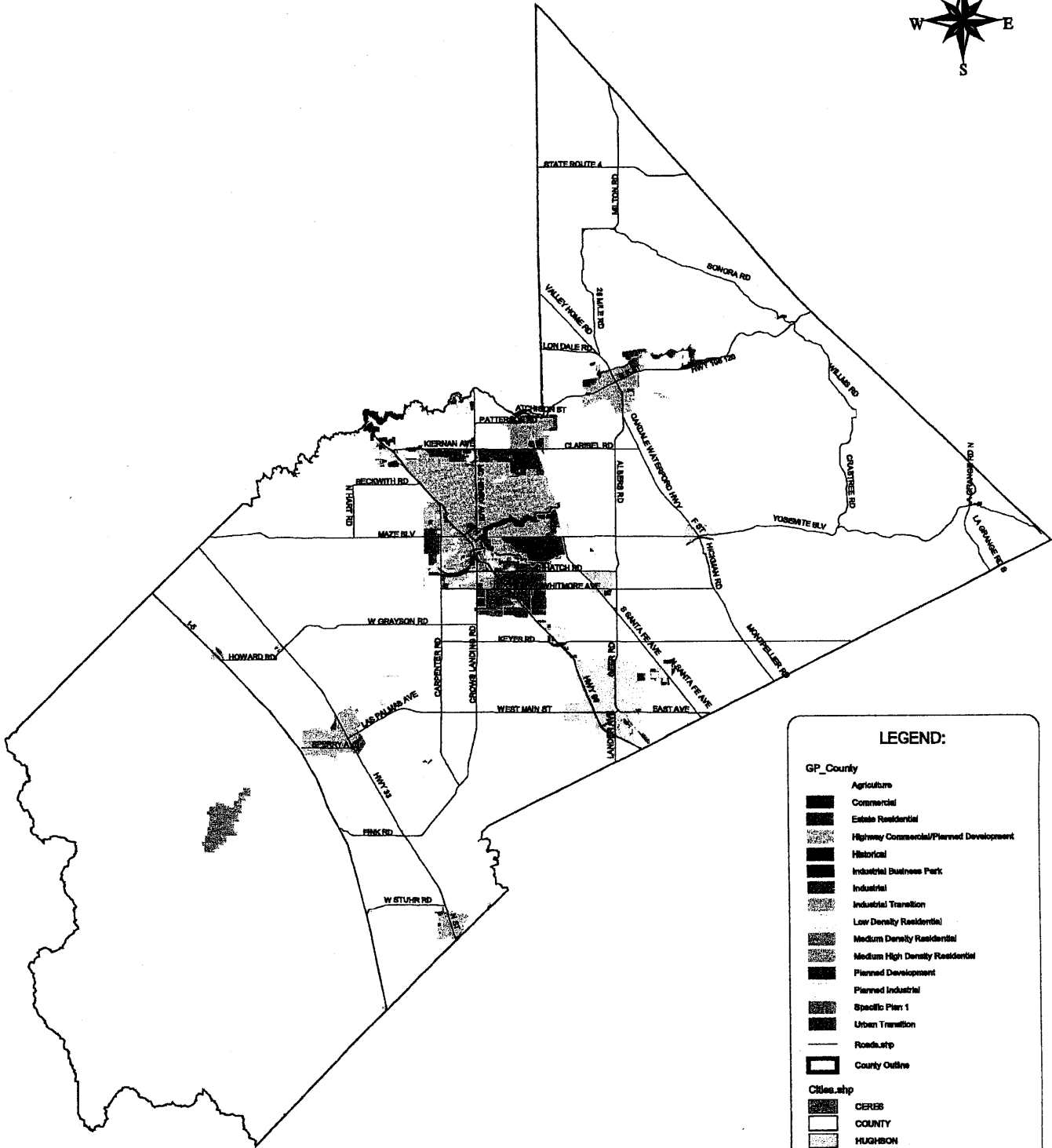


Person Responsible for Implementing
Mitigation Program

2/22/08

Date

GENERAL PLAN (COUNTY ONLY)



LEGEND:

GP_County

- Agriculture
- Commercial
- Estate Residential
- Highway Commercial/Planned Development
- Historical
- Industrial Business Park
- Industrial
- Industrial Transition
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Planned Development
- Planned Industrial
- Specific Plan 1
- Urban Transition
- Roads.shp
- County Outline

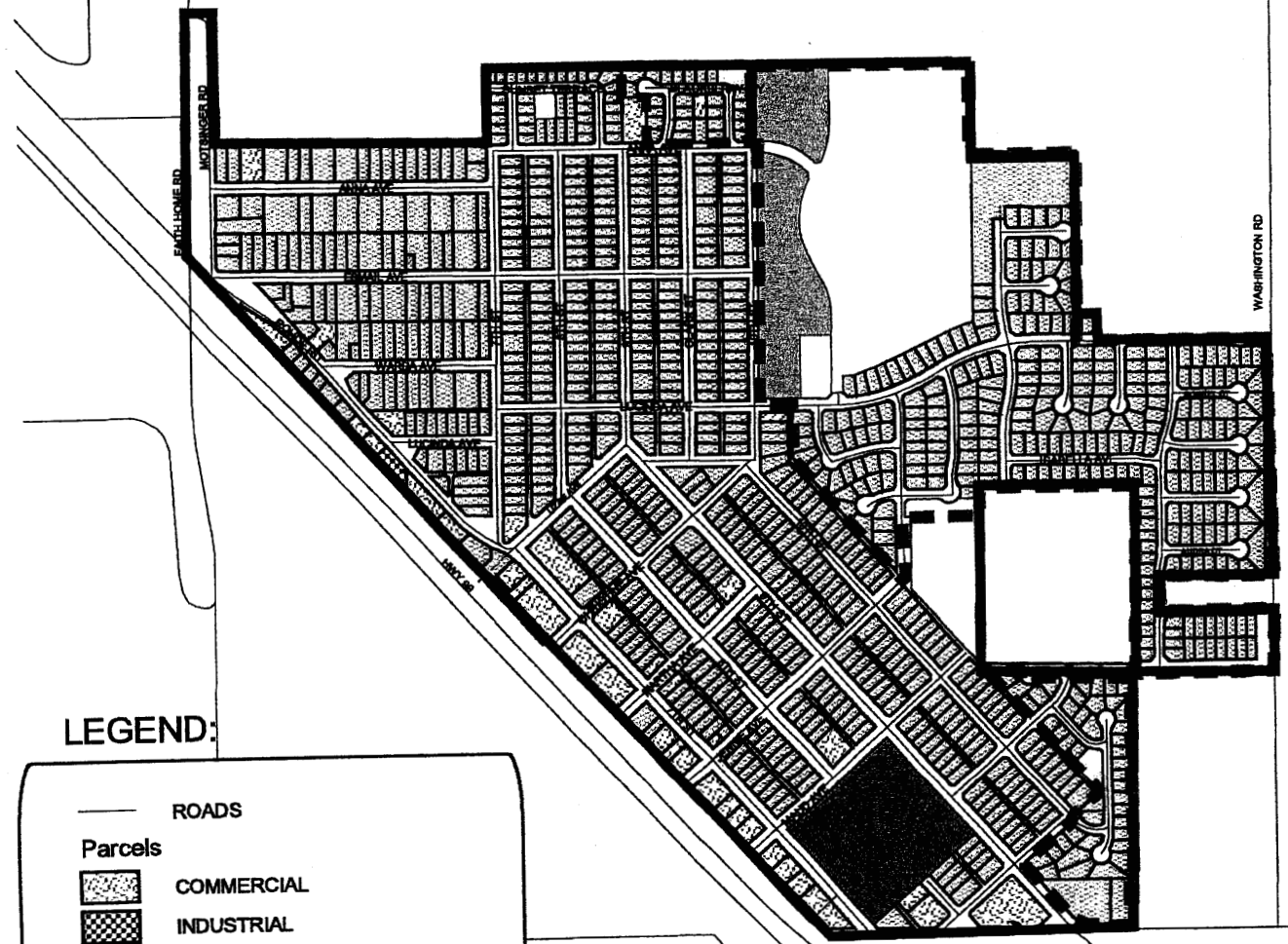
Cities.shp

- CERES
- COUNTY
- HUGHSON
- MODESTO
- NEWMAN
- OAKDALE
- PATTERBON
- RIVERBANK
- TURLOCK
- WATERFORD

KEYES STORM DRAIN IMPROVEMENT PROJECT



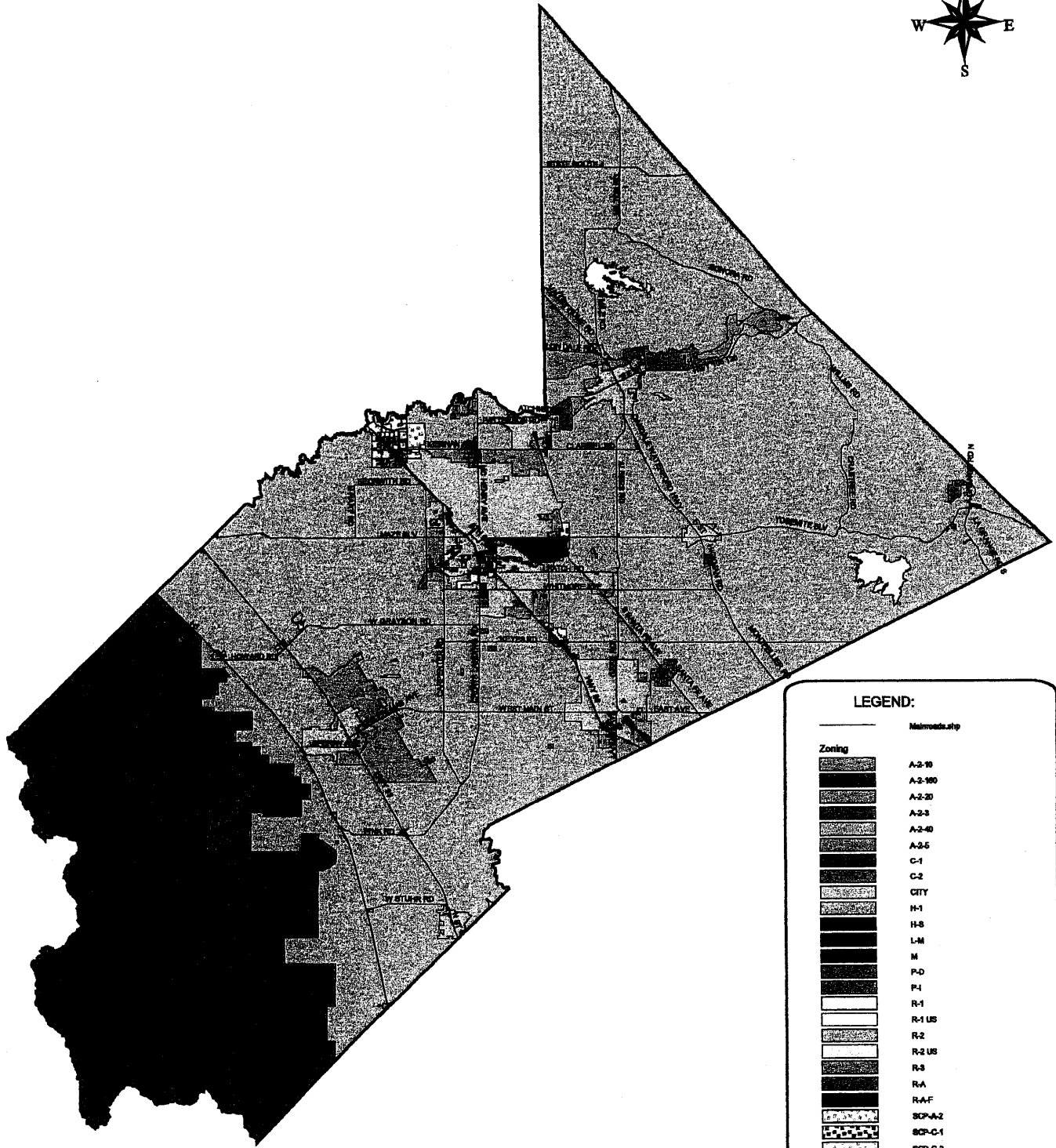
BRANDO DR
HOLLYWOOD DR
BACALL WY



LEGEND:

	ROADS
Parcels	
	COMMERCIAL
	INDUSTRIAL
	RESIDENTIAL
	RURAL/AG
	BASIN
	PARK
	PARK/BASIN
	PROJECT AREA
	UNDEVELOPED RESIDENTIAL
	SCHOOL

ZONING DESIGNATION



LEGEND:

Mainroads.shp

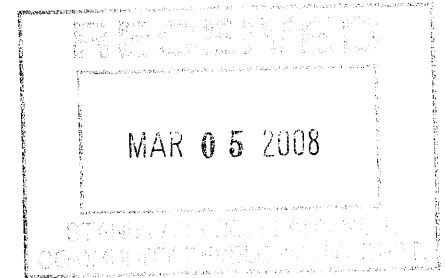
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[Pattern]	CITY
[Pattern]	H-1
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[Pattern]	SCP-R-1-ST
[Pattern]	SCP-R-2
[Pattern]	SCP-R-3
[Pattern]	BP-1
[Pattern]	County Outline

NATIVE AMERICAN HERITAGE COMMISSION

915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-4082
(916) 657-5390 - Fax



March 3, 2008



Ana Rocha, Associate Planner
1010 10th street, Suite 3400
Modesto, CA 95354

RE: SCH# 2008022138 Keyes Storm Drain Improvement Project; Stanislaus County.

Dear Ms. Rocha:

The Native American Heritage Commission (NAHC) has reviewed the Notice of Completion (NOC) referenced above. The California Environmental Quality Act (CEQA) states that any project that causes a substantial adverse change in the significance of an historical resource, which includes archeological resources, is a significant effect requiring the preparation of an EIR (CEQA Guidelines 15064(b)). To comply with this provision the lead agency is required to assess whether the project will have an adverse impact on historical resources within the area of project effect (APE), and if so to mitigate that effect. To adequately assess and mitigate project-related impacts to archaeological resources, the NAHC recommends the following actions:

- ✓ Contact the appropriate regional archaeological Information Center for a record search. The record search will determine:
 - If a part or all of the area of project effect (APE) has been previously surveyed for cultural resources.
 - If any known cultural resources have already been recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present
- ✓ If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional archaeological Information Center.
- ✓ Contact the Native American Heritage Commission for:
 - A Sacred Lands File Check. USGS 7.5 minute quadrangle name, township, range and section required.
 - A list of appropriate Native American contacts for consultation concerning the project site and to assist in the mitigation measures. Native American Contacts List attached.
- ✓ Lack of surface evidence of archeological resources does not preclude their subsurface existence.
 - Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, per California Environmental Quality Act (CEQA) §15064.5(f). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities.
 - Lead agencies should include in their mitigation plan provisions for the disposition of recovered artifacts, in consultation with culturally affiliated Native Americans.
 - Lead agencies should include provisions for discovery of Native American human remains in their mitigation plan. Health and Safety Code §7050.5, CEQA §15064.5(e), and Public Resources Code §5097.98 mandates the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

Sincerely,

Katy Sanchez
Program Analyst

CC: State Clearinghouse

ATTACHMENT 3

DEPARTMENT OF TRANSPORTATION

P.O. BOX 2048 STOCKTON, CA 95201
(1976 E. CHARTER WAY/1976 E. DR. MARTIN
LUTHER KING JR. BLVD. 95205)
PHONE (209) 941-1921
FAX (209) 948-7194
TTY: 711



*Flex your power!
Be energy efficient!*

March 13, 2008

**10-STA-99-PM 9.19
Keyes Storm Drain
Improvement Project**

Ana Rocha
Stanislaus County
1010 10th Street, Suite 3400
Modesto, CA 95354

Dear Ms. Rocha:

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Keyes Storm Drain Improvement Project. The project will provide storm drain services for the greater Keyes area, including the downtown and commercial areas of Keyes. The project includes excavation of a new storm water detention basin, making improvements to the existing detention basin, including a pumping station, construction of a storm drain collection system, and installation of full width street improvements with curbs and gutters.

We have circulated copies of the application and supporting documentation to our functional unit for review. Caltrans has the following comments:

- The project as proposed will likely encroach upon State Route 99 and Caltrans right-of-way. Any work performed within State right-of-way will require an Encroachment Permit.
- Please provide plans that will have the exact locations of where the storm drain improvements will take place in relation to SR-99.
- If the improvements fall within Caltrans right-of-way, a traffic lane closure chart and the number of working days will need to be provided.

If you have any questions or would like to discuss our comments in more detail, please contact Joshua Swearingen at (209) 948-7142 ([e-mail: Joshua_swearingen@dot.ca.gov](mailto:Joshua_swearingen@dot.ca.gov)) or me at (209) 941-1921.

Sincerely,

Handwritten signature of Joshua Swearingen in black ink.

For
TOM DUMAS, CHIEF
OF METROPOLITAN PLANNING



CHIEF EXECUTIVE OFFICE
Richard W. Robinson
Chief Executive Officer

Patricia Hill Thomas
Chief Operations Officer/
Assistant Executive Officer

Monica Nino-Reid
Assistant Executive Officer

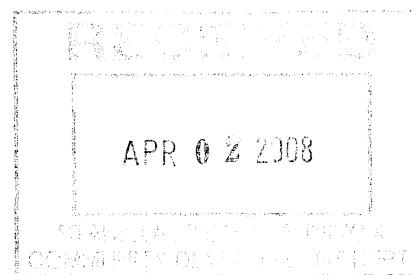
Stan Risen
Assistant Executive Officer

1010 10th Street, Suite 6800, Modesto, CA 95354
P.O. Box 3404, Modesto, CA 95353-3404
Phone: 209.525.6333 Fax 209.544.6226

STANISLAUS COUNTY ENVIRONMENTAL REVIEW COMMITTEE

April 1, 2008

Ana Rocha, Associate Planner
Stanislaus County Planning Department
1010 10th Street, Suite 3400
Modesto, CA 95354



**SUBJECT: ENVIRONMENTAL REFERRAL – KEYES STORM DRAIN
IMPROVEMENT PROJECT**

Ms. Rocha:

The Stanislaus County Environmental Review Committee (ERC) has reviewed the subject project and has determined that it will not have a significant effect on the environment.

The following conditions/comments are submitted for consideration:

- The Applicant shall determine, to the satisfaction of the Department of Environmental Resources (DER), that a site containing (or formerly containing) residences or farm buildings, or structures, has been fully investigated (via Phase I study and Phase II study if necessary) prior to the issuance of a grading permit. Any discovery of underground storage tanks, former underground storage tank locations, buried chemicals, buried refuse, or contaminated soil shall be brought to the immediate attention of DER.
- Applicant must contact the Department of Environmental Resources regarding appropriate permitting requirements for hazardous materials and/or wastes for this project and if there will be changes to existing business plan or generator programs. Applicant and/or occupants handling hazardous materials or generating hazardous wastes must notify the Department of Environmental Resources relative to: (Calif. H&S, Division 20)

ENVIRONMENTAL REFERRAL – KEYES STORM DRAIN IMPROVEMENT PROJECT

Page 2

- A. Permits for the underground storage of hazardous substances at a new or the modification of existing tank facilities.
 - B. Requirements for registering as a handler of hazardous materials in the County.
 - C. Submittal of hazardous materials Business Plans by handlers of materials in excess of 55 gallons or 500 pounds of a hazardous material or of 200 cubic feet of compressed gas.
 - D. The handling of acutely hazardous materials may require the preparation of a Risk Management Prevention Program that must be implemented prior to operation of the facility. The list of acutely hazardous materials can be found in SARA, Title III, Section 302.
 - E. Generators of hazardous waste must notify the Department of Environmental Resources relative to the: (1) quantities of waste generated; (2) plans for reducing wastes generated; and (3) proposed waste disposal practices.
 - F. Permits for the treatment of hazardous waste on-site will be required from the Hazardous Materials Division.
 - G. Medical waste generators must complete and submit a questionnaire to the Department of Environmental Resources for determination if they are regulated under the Medical Waste Management Act.
- Please refer to the letter from Brad Christian, Transit Manager for the Stanislaus County Public Works Transit Division attached hereto and incorporated herein by reference.

The ERC appreciates the opportunity to comment on this project.

Sincerely,



Raul Mendez, Senior Management Consultant
Environmental Review Committee

cc: ERC Members

Attachment

From: MARGARITA RAMOS
To: Ana Rocha
Date: 3/31/08 4:36 PM
Subject: Keyes Storm Drain Improvement Project

Ana -

Thank you for the information regarding the above entitled project. The Department of Parks and Recreation does have some comments as shown below

May have significant impact including but not limited to:

SPECIFIC IMPACTS

- Public Parking/Access to park.
- Pedestrian access with regards to walking.
- Pedestrian access with regards to bicycling.
- County DPR staff access re: servicing of park.
- Depending on time of project, may impact use of facility

POSSIBLE MITIGATION EFFORTS

- Designate area for public parking during closing of street access
- Designate walking paths for the safety of patrons wanting to access the facility
- Designate bicycling safety pathways for bicyclist wanting to access the facility
- Allow County vehicles serving facility access pathway
- Consider impact near and around park - and do this section after the summer season when school is back in session.

Margarita D. Ramos, Deputy Director
Stanislaus County Parks and Recreation
Office 209.525.6771 Cell 209.450.5112 Fax 209.525.6773
CPRS Member -Region 2, District V

From: Charles Vasquez
To: Ana Rocha; STANCO_1:MRAMOS@er.APOLLO_DER
Date: 4/16/08 2:56 PM
Subject: Re: Keyes Storm Drain Improvement Project

Hi Margarita,

Thank you for your comments. As part of the contract documents the contractor is directed to provide access to any and all facilities at all times. Throughout our past similar projects, we've been able to accommodate proper accessibility and usage on most, if not to all public and private facilities. There will be times whereas limited temporary access, will take place due primarily, for safety reasons. Hatch Park will have minimal impact, but Bonita Ranch Park is expected to be off-line for the majority of the construction duration and the community has been informed of such impact. We also have a community outreach action plan to deal with the public during construction which has been a proven to work on other projects of the same nature.

Hopefully this can answer some of your concerns. I'll be happy to meet with you and go over the project since, you have not be given the opportunity to partake in the planning and development of the project's plans. Allowed me to assure you that Parks has been involved during the design stages and Cathy Gomes might be able to share additional information.

Sincerely,

Charles T. Vasquez
Transportation Project Coord.
Special Projects Administration
Stanislaus County
(209) 525-4170

>>> MARGARITA RAMOS 3/31/2008 4:35 pm >>>

Ana -

Thank you for the information regarding the above entitled project. The Department of Parks and Recreation does have some comments as shown below

May have significant impact including but not limited to:

SPECIFIC IMPACTS

- Public Parking/Access to park.
- Pedestrian access with regards to walking.
- Pedestrian access with regards to bicycling.
- County DPR staff access re: servicing of park.

Depending on time of project, may impact use of facility

POSSIBLE MITIGATION EFFORTS

Designate area for public parking during closing of street access

Designate walking paths for the safety of patrons wanting to access the facility

Designate bicycling safety pathways for bicyclist wanting to access the facility

Allow County vehicles serving facility access pathway

Consider impact near and around park - and do this section after the summer season when school is back in session.

Margarita D. Ramos, Deputy Director

Stanislaus County Parks and Recreation

Office 209.525.6771 Cell 209.450.5112 Fax 209.525.6773

CPRS Member -Region 2, District V

January 25, 2008

Angela Freitas
Stanislaus County Department of
Planning & Community Development
1010 10th Street
Modesto, CA 95354

Dear Ms Freitas:

**SUBJECT: Comments on the Administrative Draft for
the North Keyes Specific Plan**

Regarding the **4.1 Circulation/Transportation** element of the Draft plan, it states in the first sentence of the first paragraph, the circulation pattern “. . . is designed to provide a full range of transportation modes and opportunities . . .” but does not take into account public transportation. The area identified by the plan is served by Stanislaus Regional Transit (StaRT) fixed stop and demand-response services.

Based on the page 10 map, it appears the northwest area of the plan encompasses the Patio Village mobile home park. On the eastside of Faith Home Road, StaRT currently has a bus stop located in front of the mobile home park. Further north on the west side of Faith Home Road, StaRT also has a bus stop at the Western Mobile Home park.

Staff recommends that a bus stop be incorporated into the eastside Faith Home street design. If there is reconstruction on the westside of Faith Home, depending on location, staff also recommends a bus stop be incorporated on that side. It is our recommendation that a bench and a StaRT bus stop sign be installed at each location. Design should be compliant with applicable American with Disability Act requirements and provide safe pullover and pullout capability for the forty (40) foot StaRT transit bus.

The Stanislaus County Public Works Transit Division would be happy to work with the appropriate party on the design and location of the bus stops.

Sincerely,

Brad Christian
Transit Manager,
Stanislaus County Public Works Transit Division



**OFFICE OF FIRE WARDEN
FIRE PREVENTION BUREAU**

**Gary Hinshaw
Fire Warden**

**Ray Jackson
Deputy Fire Warden**

**Kenneth Slamon
Fire Marshal**

3705 Oakdale Road, Modesto, CA 95357

STANISLAUS COUNTY ENVIRONMENTAL REVIEW COMMITTEE

DATE: March 7, 2008

ADDRESS: Community of Keyes

LOCATION:

PROJECT #: Keyes Strom Drain Improvement Project

APPLICANT: Stanislaus County Redevelopment Agency

Fire Prevention Bureau Comments:

This project does not pose an adverse impact on Fire Services.

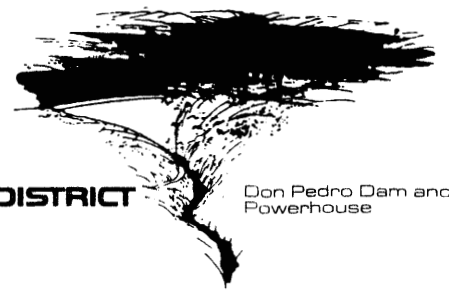
Fire mitigation:

None

A handwritten signature in black ink, appearing to read "Kenneth Slamon", with a long horizontal line extending to the right.

**Kenneth Slamon
Fire Marshal**

Keyes Fire Protection District

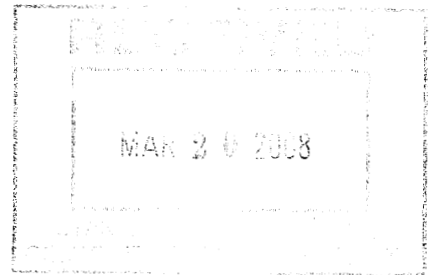


TURLOCK IRRIGATION DISTRICT
333 EAST CANAL DRIVE
POST OFFICE BOX 949
TURLOCK, CALIFORNIA 95381
(209) 883-8300

Don Pedro Dam and
Powerhouse

March 18, 2008

Stanislaus County
Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354



RE: Keyes Storm Drain Improvement Project (Project)

Dear Sir or Madam:

The Turlock Irrigation District (District) acknowledges the opportunity to review and comment on the referenced project. District standards require development occurring within the District's boundary that impacts irrigation and electric facilities, to meet the District's requirements.

A review of District maps and records indicate existing irrigation facilities located in the northern and eastern areas of the Project. Underground Service Alert must be notified before digging.

The District's electric utility has existing facilities, both overhead and underground, throughout the Project area. If any of these facilities require relocation, it is recommended that the County notify the District at least 90 days before any relocation is needed.

If you have any questions concerning irrigation system requirements or electric utility requirements, please contact me at (209) 883-8384 or Paul Rodriguez at (209) 883-8438 respectively.

Sincerely,

Arie W. Vander Pol
Engineering Technician, Civil
CF: 2008022

NOTICE TO CONTRACTORS

"Keyes Improvement Project Phase 2"

Owner is Stanislaus County Redevelopment Agency, Modesto CA; Engineer's Estimate is between \$13,000,000 and \$15,000,000. Sealed bids are due before 2:00 P.M., August 06, 2008, to the Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, CA 95354; Project Contact is Charles T. Vasquez (209) 525-4170, charles.vasquez@stancounty.com. **THIS PROJECT REQUIRES A MANDATORY PRE-BID MEETING TO SUBMIT A BID.** Work to be accomplished includes the installation of approximately 6 miles of underground storm drain pipes, curbs, gutters, culverts inlets, A.C. pavement removal and installation full structural AB/AC street section, pavement marking & striping, new basin excavation and increase existing basin capacity to include rotten barrier, upgrade existing pump station and construction of a five-pump storm water lift station, and other such items not mentioned herein that are required by the plans and specifications. Plans and specifications are available for purchase from Stockton Blue, Modesto CA, 209-524-2924 and can also be viewed and/or purchased on www.stocktonblue.com under "Public Plan Room".

**+DECLARATION OF PUBLICATION
(C.C.P. §2015.5)**

BOARD OF SUPERVISORS

2008 JUL - 7 P 4: 13

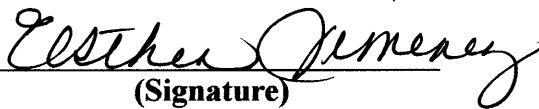
**COUNTY OF STANISLAUS
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident Of the County aforesaid; I am over the age of Eighteen years, and not a party to or interested In the above entitle matter. I am a printer and Principal clerk of the publisher of **THE MODESTO BEE**, printed in the City of **MODESTO**, County of **STANISLAUS**, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, Under the date of **February 25, 1951, Action No. 46453**; that the notice of which the annexed is a printed copy, has been published in each issue there of on the following dates, to wit:

JULY 2, 2008

I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at **MODESTO, California** on

JULY 2, 2008


(Signature)

NOTICE TO CONTRACTORS

"Keyes Improvement Project Phase 2"
Owner is Stanislaus County Redevelopment Agency, Modesto CA; Sealed bids are due before 2:00 P.M., August 06, 2008, to the Clerk of the Board, 1010 10th Street, Ste. 6500, Modesto, CA 95354; Project Contact is Charles T. Vasquez (209) 525-4170, charles.vasquez@stancounty.com. **THIS PROJECT REQUIRES A MANDATORY PRE-BID MEETING TO SUBMIT A BID.**

Work to be accomplished includes: **Keyes Improvement Project, Phase 2.** Estimated construction cost for this project is between \$13,000,000 to \$15,000,000 for the reconstruction of approximately 6 miles of existing roadways located in the unincorporated area of Keyes. Work shall include the construction of curbs & gutters, reconstruction of street sections, installation of a storm drainage collection system including the construction of pump station facilities and the expansion of storage capacity of the Bonita Ranch Park South Basin and development of the Bonita Ranch Park North Basin, upgrade the existing basin pump station facilities and other such items not mentioned herein that are required by the plans and specifications

Together with;

Keyes Community Services District - Water and Sewer Relocations. Estimated construction cost for this project is between \$500,000 to \$800,000 for the relocation and/or replacement of water and sewer facilities as necessitated by the Keyes Improvement Project, Phase 2. Work shall include the installation of water and sewer lines with appropriate backfilling of trenches and temporary surface patching within those areas subject to finish surface improvements, as designated by the county project, and other such items not mentioned herein that are required by the plans and specifications as prepared by Fremming, Parson & Pecchenino, dated 2/8/07. **JUNE 16, 23 & JULY 2, 2008**

June 8 P 10

**DECLARATION OF PUBLICATION
(C.C.P. S2015.5)**

BOARD OF SUPERVISORS
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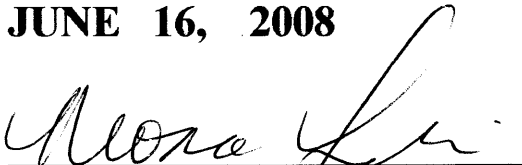
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JUNE 16, 2008

I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at **MODESTO, California** on

JUNE 16, 2008


(Signature)

NOTICE TO CONTRACTORS

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Work to be accomplished includes: **Keyes Improvement Project, Phase 2.** Estimated construction cost for this project is between \$13,000,000 to \$15,000,000 for the reconstruction of approximately 6 miles of existing roadways located in the unincorporated area of Keyes. Work shall include the construction of curbs & gutters, reconstruction of street sections, installation of a storm drainage collection system including the construction of pump station facilities and the expansion of storage capacity of the Bonita Ranch Park South Basin and development of the Bonita Ranch Park North Basin, upgrade the existing basin pump station facilities and other such items not mentioned herein that are required by the plans and specifications

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JUNE 16, 23, 2008

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