

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

DEPT: Planning and Community Development

BOARD AGENDA # 9:15 a.m.

Urgent  Routine

AGENDA DATE April 14, 2009

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Fiscal Year 2009-2010 Annual Action Plan that Includes Approximately \$2,463,579 in Community Development Block Grant Award; and Approximately \$109,694 in Emergency Shelter Grant Award; for a Total of Approximately \$2,573,273 for Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

1. Conduct the public hearing;
2. Approve the FY 2009-2010 Annual Action Plan that includes approximately \$2,463,579 Community Development Block Grant (CDBG) Award; and approximately \$109,694 in Emergency Shelter Grant (ESG) Award; for a total of approximately \$2,573,273;
3. Direct the Chief Executive Officer to sign the Application for Federal Assistance and the Emergency Shelter Grant Certifications;
4. Direct the Director of Planning and Community Development to sign the CDBG Cost Recovery and HOME Certifications;
5. Authorize the Director of Planning and Community Development to execute the public service agreements that total an aggregate amount of approximately \$244,219; and (Continued on page 2)

FISCAL IMPACT:

General administration costs for the preparation and distribution of the FY 2009-2010 Annual Action Plan are included in the Community Development Block Grant Budget. The funds for the implementation of the FY 2009-2010 Annual Action Plan are derived entirely from the Community Development Block Grant Program and Emergency Shelter Grant Program administered by the Federal Department of Housing and Urban Development. There is no impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-234

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

and approved by the following vote,

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

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.

Approval of the FY 2009-2010 Annual Action Plan that Includes Approximately \$2,463,579 in Community Development Block Grant Award; and Approximately \$109,694 in Emergency Shelter Grant Award; for an Approximate Total of \$2,573,273 for FY 2009-2010  
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**STAFF RECOMMENDATIONS: (Continued)**

6. Authorize the Chairman of the Board of Supervisors to sign the FY 2009-2010 Allocation Agreement for each City in the Consortium (5) and one (1) for County file.

**BACKGROUND**

Stanislaus County will be entering its eighth year as an Entitlement Jurisdiction for Community Development Block Grant (CDBG) funds and the sixth year as a recipient of Emergency Shelter Grant (ESG) funds. For Fiscal Year 2009-2010, these grant amounts are approximately:



The County is part of a six-member CDBG/ESG consortium that includes the cities of Ceres, Newman, Oakdale, Patterson, and Waterford.

**DISCUSSION:**

There are three specific goals of the federal Community Development Block Grant. They are:

1. Provide decent housing;
2. Provide a suitable living environment; and,
3. Expand economic opportunities

The FY 2009-2010 Annual Action Plan (Attachment 1) has been developed to assist the six participating jurisdictions achieve the three goals. The overriding consideration that is required of the CDBG and ESG programs is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the median area income. In 2009, the median area income in Stanislaus County for one person is \$33,400 and a family of four is \$47,700. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group.

There is a need in the County, as well as in Ceres, Newman, Oakdale, Patterson, and Waterford for new or rehabilitated community infrastructure. From sidewalks and storm drainage to community facilities, the lack of these improvements does not promote safe and healthy communities which in turn negatively impacts our quality of life.

Further, there are opportunities for the County and the cities to fund non-profit agencies that provide a public service. Staff received and reviewed thirty-five (35) competitive applications to obtain funds for the public service component of the program. Staff recommends that \$244,219 or approximately ten percent, be set-aside for this purpose. This allows a participating jurisdiction within the consortia flexibility to consider a public service activity independently.

Approval of the FY 2009-2010 Annual Action Plan that Includes Approximately \$2,463,579 in Community Development Block Grant Award; and Approximately \$109,694 in Emergency Shelter Grant Award; for an Approximate Total of \$2,573,273 for FY 2009-2010  
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Public Service Agencies recommended for funding are:

**COMMUNITY DEVELOPMENT BLOCK GRANT**

The Arc of Stanislaus, Senior Meals Program  
Catholic Charities, Child Health Initiative  
Center for Human Svcs, Family Support Ntwk  
Patterson Family Resource Ctr  
Children's Crisis Center, Guardian House  
Cricket's House  
DRAIL, Assistive Technology  
Family Promise, Case Management  
Habitat for Humanity, Windows of Hope

Healthy Aging, Young at Heart Program  
Healthy Start, Orville Wright  
Second Harvest, Food Assistance  
Stanislaus Literacy Ctr, English for All  
United Samaritans, Mobile Lunch  
We Care, Emergency Winter Shelter  
Westside Food Pantry, Food Assistance  
West Modesto King Kennedy, Refresh  
Program

**EMERGENCY SHELTER GRANT**

Children's Crisis Center, Guardian House  
Community Housing & Shelter Services, Homeless Prevention  
Inter-Faith Ministries, Redwood Family Center  
We Care, Emergency Winter Shelter

The Annual Action Plan recommends those service providers that successfully participated in the competitive process for funding.

Where appropriate and possible, other sources of funding are used for project needs identified in the Annual Action Plan. They are:

- Redevelopment housing set-aside
- CalHOME funds
- Home Investment Partnership Program
- Grant and loan programs for infrastructure

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The CDBG and ESG allocation expected to be received from HUD for FY 2009-2010 is approximately \$2,573,273. The sub-allocation of those funds is illustrated below and is recommended for approval by all of the participating jurisdictions.

**TABLE ONE  
CDBG ALLOCATION**

	Base Allocation	Poverty & Population	Administration	Total
Ceres	\$25,000.00	\$242,376.00		\$267,376.00
Newman	\$25,000.00	\$227,742.00		\$252,742.00
Oakdale	\$25,000.00	\$184,855.00		\$209,855.00
Patterson	\$25,000.00	\$196,285.00		\$221,285.00
Waterford	\$25,000.00	\$215,027.00		\$240,027.00
County	\$25,000.00	\$587,659.00	\$335,416.00	\$948,075.00
Public Services	\$244,219.00			\$244,219.00
M.A.C. Revitalization Survey	\$20,000.00			\$20,000.00
Workforce Development	\$20,000.00			\$20,000.00
Fair Housing	\$40,000.00			\$40,000.00
ESG	\$109,694.00			\$109,694.00
<b>Total</b>	<b>\$583,913.00</b>	<b>\$1,653,944.00</b>	<b>\$335,416.00</b>	<b>\$2,573,273.00</b>

The following represents the activities to be undertaken by the participating jurisdictions using funds from their respective allocations. A complete list of the activities can be found in the FY 2009-2010 Annual Action Plan. (Attachment 1)

**Stanislaus County**

Empire Storm Drainage Infrastructure Project: Staff will continue to oversee the completion of the design and engineering, along with construction Phase I of the Empire Storm Drainage Infrastructure Project.

Administration: Stanislaus County staff will also continue to provide administrative services to each of the consortia members, as well as to its own programs and projects. The Federal Housing and Urban Development Department recognizes Stanislaus County as the sole grantee for the designation of Community Development Block Grant Entitlement. Accordingly, staff is

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responsible for the receipt and expenditure of funds, environmental documentation for projects and eligibility determination of programs and those persons accessing the services of the programs.

T3- Workforce Technology Development: This fiscal year the County is also partnering with the City of Patterson to expand Workforce Development endeavors to include more of the Consortia cities over the coming years.

Revitalization Strategies: The Stanislaus County unincorporated area have advisory bodies called Municipal Advisory Councils (M.A.C.) that preside over towns/areas and their respective spheres of influence. Most of the MAC's have areas that meet the criteria of a slum and/or blighted community, and will benefit from the development of revitalization strategies. Over the coming fiscal year staff intends to collaborate with two of these entities to develop a revitalization strategy that can be submitted to HUD for consideration and approval.

### **City of Ceres**

9<sup>th</sup> Street Infrastructure Project: The City of Ceres will enter the construction phase of the 9<sup>th</sup> Street Infrastructure Project. This project will consist of the installation of curb, gutter, sidewalk, and ADA accessible ramps in the low income residential area along Ninth Street from Roeding on the north to El Camino on the south.

5<sup>th</sup> Street Infrastructure Project: The City of Ceres will undertake a second infrastructure improvement project that will include the installation of curb, gutter, and sidewalks, ADA accessible ramps, storm drain, and matching pavement in low income residential areas of town that currently do not benefit from these facilities. The project is to be undertaken along 5<sup>th</sup> Street from North Street on the south to Whitmore Avenue on the north.

### **City of Newman**

T3 Workforce Technology Development: This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Up to 300 individuals will be participating in the technology program.

PQRST/Fresno/Merced/West Ave Infrastructure Project: These areas either lack basic infrastructure such as curb, gutter and sidewalk or have badly damaged infrastructure due to age, tree roots, etc. and pose potential health and safety threats. This will be a multi-phased project and will install curb, gutter and sidewalk in the following areas:

- P Street, from Yolo to Stanislaus Streets
- Q Street, from Tulare to Kern Streets
- R Street, from Yolo to Merced Streets
- S Street, from Yolo to Inyo Streets

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T Street, from Yolo to Inyo Streets  
Fresno Street, from T to West Avenue  
Merced Street, from T to West Avenue  
West Avenue, from Fresno to Merced Streets

Street Reconstruction Project: (in concurrence with PQRST/Fresno/Merced/West Avenue Infrastructure Project and Storm Drain Replacement Project). Construction to include street repair and overlay (due to infrastructure repairs) in the following areas:

P Street, from Yolo to Inyo Streets  
Q Street, from Yolo to Inyo Streets

### **City of Oakdale**

Oak Avenue Infrastructure Project: This project will rehabilitate North Oak Avenue between Pontiac Street and Poplar Street. This project includes installation of new water main, water services, sewer repair, pavement rehabilitation, and storm drain improvements. Approximately 31 housing units are adjacent to the project area and would serve approximately 100 people.

T3 Workforce Technology Development: This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Approximately 200 individuals will be participating in the technology program.

### **City of Patterson**

Downtown Overlay Project: This is a multi-phased infrastructure improvement project in the residential downtown area bounded by E Street south to A Street and 5<sup>th</sup> Street over to South 3<sup>rd</sup>. The City will commence phase two of this project. Improvements will consist of the installation of curb, gutter, storm drain, and street overlay.

T3 Workforce Technology Development: This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Approximately 200 individuals will be participating in the technology program.

### **City of Waterford**

Brethren Park Rehabilitation Project: The City of Waterford will undertake the Brethren Park Rehabilitation Project. The project will include frontage improvements, some on-site flat work with a sidewalk and grass.

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Downtown Residential Valley Gutter Repair Project: Repair and replaced downtown residential valley gutters that have broken and allow water to collect under the roadways, causing the roadways to breakup, accelerating overall infrastructure deterioration in the area.

### **Emergency Shelter Grant**

This will be the sixth year that Stanislaus County has received Emergency Shelter Grant (ESG) funds. This year the approximate allocation is \$109,694. The dedicated use, per Federal guidelines, is to provide shelter opportunities for the homeless. Projects can include property acquisition, rehabilitation, homeless prevention programs, essential services directly related to the homeless population, and operations.

There are several agencies that offer services to the homeless population. These agencies have been invited to prepare and submit competitive applications for programs and projects that are specifically developed for the benefit of the homeless population.

Of nine (9) Emergency Shelter Grant applications, four (4) are recommended for funding. They are:

Children's Crisis Center, Guardian House  
Community Housing & Shelter Services, Homeless Prevention  
Inter-Faith Ministries, Redwood Family Center  
We Care, Emergency Winter Shelter

Your action today, approving the Annual Action Plan, concludes a 30-day public review period in which the public has had an opportunity make and submit comments, as well as provide project suggestions for both current and future year consideration. The FY 2009-2010 Annual Action Plan is now being presented to the Board of Supervisors for final approval and subsequent submittal to the Federal Department of Housing and Urban Development.

### **POLICY ISSUES:**

The consideration of the Draft Annual Action Plan process is a requirement of the Community Development Block Grant Program, as administered by the Federal Department of Housing and Urban Development. Additionally, the programs and projects reflect directly the priorities of the Board of Supervisors:

1. A safe community
2. A healthy community
3. Effective partnerships
4. A well-planned infrastructure system
5. Efficient delivery of public services

The programs and projects are consistent with the goals and objectives of the Stanislaus County Consolidated Plan, the Stanislaus County General Plan, specifically the Housing

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Element, the Stanislaus County Redevelopment Plan and the comparable plans of the cities of Ceres, Newman, Oakdale, Patterson, and Waterford. These programs and projects also serve as the chief means to implement those goals, objectives, and plans.

**STAFFING IMPACT:**

As stated previously, Stanislaus County is ultimately responsible for all of the activity sponsored by CDBG funds in all jurisdictions of the consortia. The staff of the CDBG program monitors files of each agency and city that receives a portion of the Stanislaus County entitlement award. The number of different organizations participating in CDBG projects and programs annually vary between 18 and 24. The staff also conducts preliminary work in the development of project files for consortia members.

**FISCAL IMPACT:**

The funds for the implementation of the FY 2009-2010 Annual Action Plan are derived entirely from the Community Development Block Grant and Emergency Shelter Grant programs administered by the Federal Department of Housing and Urban Development. There is no impact to the General Fund.

**ATTACHMENTS:**

- 1: FY 2009-2010 Annual Action Plan
  - 2: Neighborhood Stabilization Program
  - 3: Analysis of Impediments
  - 4. Application for Federal Assistance SF-424
- PowerPoint Presentation**





BOARD OF SUPERVISORS

2009 JUN 24 P 1:47

June 22, 2009

Suzi Seibert  
Deputy Clerk

The enclosed "Allocation Agreements" require the approval and signature of yourself and Chairman of the Board of Supervisors, Jim De Martini. There are **four (4)** "Allocation Agreements" for each city:

City Consortia:

1. City of Ceres
2. City of Newman
3. City of Oakdale
4. City of Patterson
5. City of Waterford

Please sign each document on "Page 3".

I have enclosed a copy of the Board Resolution #2009-234, approving our recommendations.

Upon completion, please contact me to pick-up the signed "Allocation Agreements".

Thank you.

Roxanne Hubbs  
Staff Services Technician  
Planning Department  
525-5926  
hubbsr@stancounty.com

## ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of **Ceres**, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2009**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2009-2010 in the amount **\$2,491,699** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an “urban county” be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive **\$25,000** as its base share of the FY 2009-2010 CDBG entitlement funds, plus an additional allocation based on a respective population and poverty calculation as set forth below:

Jurisdiction	Base Allocation	Poverty & Population	Total
Stanislaus County	\$ 25,000	\$605,355	\$630,355
Ceres	\$ 25,000	\$ 242,376	\$ 267,376
Newman	\$ 25,000	\$ 227,742	\$ 252,742
Oakdale	\$ 25,000	\$190,074	\$215,074
Patterson	\$ 25,000	\$ 201,490	\$226,490
Waterford	\$25,000	\$215,027	\$240,027

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2009-2010 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 40,000 shall be allocated for Consortia Fair Housing activities, and an amount not to exceed \$ 20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. Upon notification of a City's intent to apply for grants available to "urban counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

6. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

7. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

**COUNTY OF STANISLAUS**


By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 30 2009

Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

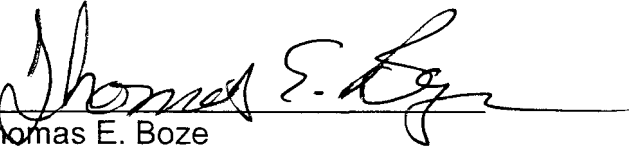


By   
Suzi Seibert  
Deputy Clerk

APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF CERES**

By \_\_\_\_\_  
Anthony Cannella  
Mayor

\_\_\_\_\_ Dated

ATTEST:

By \_\_\_\_\_  
Cindy Heidorn  
City Clerk

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Brad Kilger  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Mike Lyons  
City Attorney

## ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, **Newman**, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2009**.

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B. The parties desire that CDBG entitlement funds received by the County as an “urban county” be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive **\$25,000** as its base share of the FY 2009-2010 CDBG entitlement funds, plus an additional allocation based on a respective population and poverty calculation as set forth below:

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Waterford	\$25,000	\$215,027	\$240,027

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2009-2010 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 40,000 shall be allocated for Consortia Fair Housing activities, and an amount not to exceed \$ 20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. Upon notification of a City's intent to apply for grants available to "urban counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

6. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

7. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses,



judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

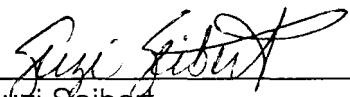
**COUNTY OF STANISLAUS**

By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

\_\_\_\_\_  
Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

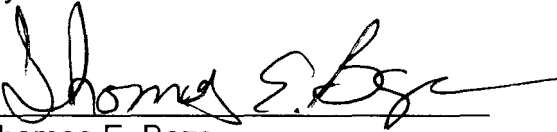
By   
Suzi Seibert  
Deputy Clerk



APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF NEWMAN**

By \_\_\_\_\_  
Ed Katen  
Mayor

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Mike Maier  
Deputy City Clerk

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Michael E. Holland  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Tom Hallinan  
City Attorney

## ALLOCATION AGREEMENT

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B. The parties desire that CDBG entitlement funds received by the County as an “urban county” be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive **\$25,000** as its base share of the FY 2009-2010 CDBG entitlement funds, plus an additional allocation based on a respective population and poverty calculation as set forth below:

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Waterford	\$25,000	\$215,027	\$240,027

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

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6. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

7. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

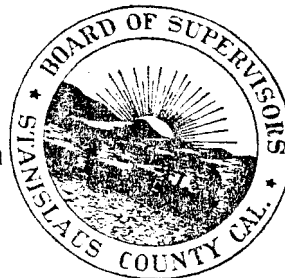
**COUNTY OF STANISLAUS**

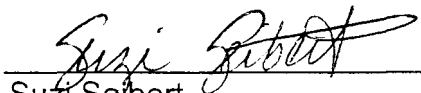
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 30 2009

Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

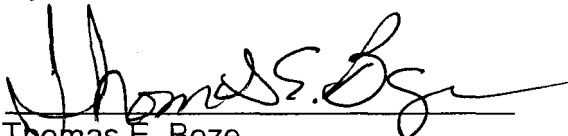


By   
Suzi Seibert  
Deputy Clerk

APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF OAKDALE**

By \_\_\_\_\_  
Farrell Jackson  
Mayor

\_\_\_\_\_ Dated

ATTEST:

By \_\_\_\_\_  
Nancy Lily  
City Clerk

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Steve Hallam  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Tom Hallinan  
City Attorney



## ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Newman, Oakdale, **Patterson** and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2009**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2009-2010 in the amount **\$2,491,699** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an “urban county” be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive **\$25,000** as its base share of the FY 2009-2010 CDBG entitlement funds, plus an additional allocation based on a respective population and poverty calculation as set forth below:

Jurisdiction	Base Allocation	Poverty & Population	Total
Stanislaus County	\$ 25,000	\$605,355	\$630,355
Ceres	\$ 25,000	\$ 242,376	\$ 267,376
Newman	\$ 25,000	\$ 227,742	\$ 252,742
Oakdale	\$ 25,000	\$190,074	\$215,074
Patterson	\$ 25,000	\$ 201,490	\$226,490
Waterford	\$25,000	\$215,027	\$240,027

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2009-2010 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 40,000 shall be allocated for Consortia Fair Housing activities, and an amount not to exceed \$ 20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. Upon notification of a City's intent to apply for grants available to "urban counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

6. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

7. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

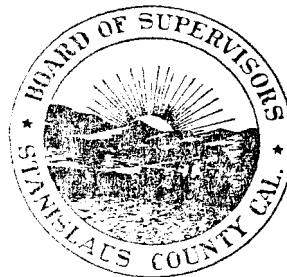
**COUNTY OF STANISLAUS**


By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

\_\_\_\_\_  
Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

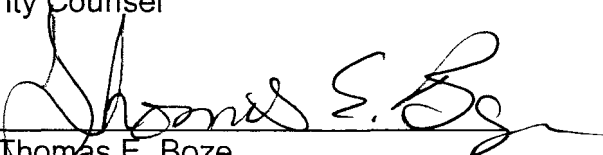


By   
Suzi Seibert  
Deputy Clerk

APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF PATTERSON**

By \_\_\_\_\_  
Becky Campo  
Mayor

\_\_\_\_\_ Dated

ATTEST:

By \_\_\_\_\_  
Maricela Vela  
City Clerk

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
M. Cleve Morris  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
George Logan  
City Attorney

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This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Newman, Oakdale, Patterson and **Waterford** (the “City” individually or “Cities” collectively) on **July 1, 2009**.

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7. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

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9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

- Signatures on following pages -

**COUNTY OF STANISLAUS**

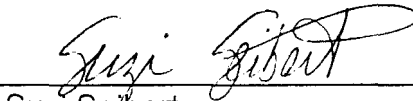
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

Dated

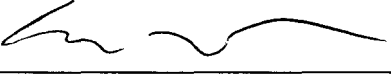
ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California



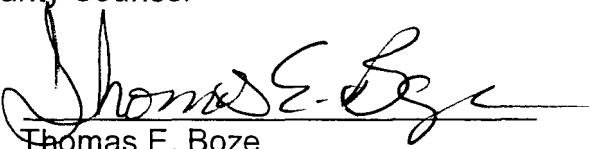
By   
Suzi Seibert  
Deputy Clerk



APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF WATERFORD**

By \_\_\_\_\_  
Charlie Goeken  
Mayor

\_\_\_\_\_ Dated

ATTEST:

By \_\_\_\_\_  
Lori Martin  
City Clerk

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Chuck Deschenes  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Corbett Browning  
City Attorney

I:\CDBG\ALLOCATION AGREEMENTS\2009-2010 Allocation Agmt-CITIES  
updated 5-2-09.doc

**AGREEMENT DESIGNATING STANISLAUS COUNTY  
AS A SUB-RECIPIENT OF HOME FUNDS  
FISCAL YEAR 2009-2010**

**THIS AGREEMENT** is made and entered into this 23rd day of June 2009, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and **COUNTY OF STANISLAUS**, hereinafter called "COUNTY."

**WITNESSETH:**

**WHEREAS**, the CITY and COUNTY have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the CITY is the lead entity in the Consortium, designated by HUD as the HOME Participating Jurisdiction; and

**WHEREAS**, the CITY and COUNTY have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in COUNTY; and

**WHEREAS**, COUNTY must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Upon execution of this Agreement, COUNTY shall be designated as a HOME Sub-recipient for 2009-2010 fiscal year funds for the purpose of administering HOME-eligible activities in COUNTY, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2009-2010 HOME funds covered by this Agreement shall be Three Hundred Twenty-Four Thousand Six Hundred Ninety-Seven and .44/100ths dollars (\$324,697.44) (\$304,403.85 program; \$20,293.59 administration). In the event that HUD reduces the HOME allocation to the Consortium, COUNTY's allocation will be reduced proportionately.
2. As a sub-recipient, COUNTY may contract with other entities to perform HOME-eligible activities. HOME eligible activities COUNTY desires to engage in must be approved by CITY in advance of any contract being executed. CITY approval will be evidenced by a project approval letter to COUNTY.
3. COUNTY agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between COUNTY and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction. The form of the contract shall be approved by CITY in advance of its execution. A copy of all contracts for HOME-funded activities shall be sent to the CITY.
4. COUNTY agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.
5. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to COUNTY and CITY as follows:

**COUNTY**

**CITY**

Jeff Grover, Chariman of the  
Board of Supervisors  
1010 10th Street, Suite 3400  
Modesto, CA 95354  
209-525-6330

Maryn Pitt, Manager  
Housing Program Services Division  
144 South Broadway  
Turlock CA 95380  
209-668-5610

6. This Agreement shall be in effect until June 30, 2010, or until all fiscal year 2009-2010 HOME funds allocated to COUNTY are disbursed to COUNTY or for the duration of any regulatory agreement executed in conjunction with a project financed with fiscal year 2009-2010 HOME funds, whichever is longer.
7. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY 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 CITY.
9. COUNTY agrees to defend, indemnify and hold harmless CITY 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 COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless 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 CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.
11. Loan repayments, interest or other return on COUNTY's investment of HOME funds disbursed through this contract shall be collected by COUNTY may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
12. COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. COUNTY agrees to comply with 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 Stanislaus County HOME Consortium.
14. COUNTY shall be responsible for conducting the environmental review of any housing 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 CITY for CITY's review, approval and formal acceptance.

15. COUNTY agrees that it will comply with the Americans with Disabilities Act and Title VII of 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 CITY and COUNTY pursuant to this contract.
  - 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 other receiving any service or benefit under the program or activity;
  - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
  - f. Deny an opportunity to participate in a program or activity as an employee.
16. To comply with the HOME regulation that funds be spent within 15 days of disbursement, COUNTY shall request reimbursement of incidental expenditures. In the case of a known large expense, COUNTY may request, in writing, from the CITY an advance of the necessary amount of the funds, which will be expended within the time allowed. The amount of each request shall be limited to the amount needed.
17. If COUNTY withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at COUNTY's request and with HUD approval CITY shall transfer to COUNTY any accounts receivable attributable to COUNTY's allocation of HOME funds, any COUNTY allocation of HOME funds, and any Program Income attributable to COUNTY's HOME allocation on hand at the time COUNTY withdraws from the Consortium. Along with this transfer, COUNTY shall assume all obligations and responsibilities attributable to such funds.
18. If COUNTY withdraws from the Consortium and does not become a HOME Participating Jurisdiction, CITY shall retain any accounts receivable attributable to COUNTY's allocation of HOME funds, any COUNTY allocation of HOME funds, and any Program Income attributable to COUNTY's HOME allocation on hand at the time COUNTY withdraws from the Consortium. CITY shall retain all obligations and responsibilities attributable to such funds.
19. If CITY withdraws from the Consortium, CITY shall be responsible for all outstanding projects initiated under its consortium agreement and for all long-term responsibilities of the HOME program as of the date of its withdrawal as lead entity from the Consortium.
20. As specified in 24 CFR Part 85.43 breach of this Agreement may result in the suspension or termination of COUNTY as a sub-recipient of HOME funds.
21. In conjunction with performance of this Agreement, COUNTY has been made cognizant of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. COUNTY will use its best

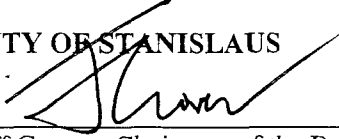
efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.

22. This Agreement may be amended only by written agreement of the parties hereto.

**CITY OF TURLOCK**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

**COUNTY OF STANISLAUS**

By:  \_\_\_\_\_  
Jeff Grover, Chairman of the Board of Supervisors

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Tom Boze, Deputy County Council

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Greenlee, CMC, City Clerk

**AGREEMENT DESIGNATING STANISLAUS COUNTY  
AS A SUB-RECIPIENT OF HOME FUNDS  
FISCAL YEAR 2009-2010**

BOARD OF SUPERVISORS

2010 DEC -11 P 12: 46

**THIS AGREEMENT** is made and entered into this 23rd day of June 2009, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and **COUNTY OF STANISLAUS**, hereinafter called "COUNTY."

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**CITY**

Jeff Grover, Chariman of the  
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1010 10th Street, Suite 3400  
Modesto, CA 95354  
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Maryn Pitt, Manager  
Housing Program Services Division  
144 South Broadway  
Turlock CA 95380  
209-668-5610

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  - 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 other receiving any service or benefit under the program or activity;
  - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
  - f. Deny an opportunity to participate in a program or activity as an employee.
16. To comply with the HOME regulation that funds be spent within 15 days of disbursement, COUNTY shall request reimbursement of incidental expenditures. In the case of a known large expense, COUNTY may request, in writing, from the CITY an advance of the necessary amount of the funds, which will be expended within the time allowed. The amount of each request shall be limited to the amount needed.
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efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.

22. This Agreement may be amended only by written agreement of the parties hereto.

**CITY OF TURLOCK**

By: Roy W. Wasden  
Roy W Wasden, City Manager

**COUNTY OF STANISLAUS**

By: Jeff Grover  
Jeff Grover, Chairman of the Board of Supervisors

APPROVED AS TO FORM:

By: Phaedra A Norton  
Phaedra A. Norton, City Attorney

APPROVED AS TO FORM:

By: Tom Boze  
Tom Boze, Deputy County Council

ATTEST:

By: Rhonda Greenlee  
Rhonda Greenlee, CMC, City Clerk

2010 DEC -1 P 12: 4b

## ALLOCATION AGREEMENT

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– Signatures on following pages –

**COUNTY OF STANISLAUS**

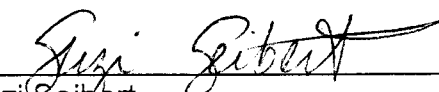
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 26 2009

Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California



By   
Suzi Seibert  
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

Planning and Community Development Department

By



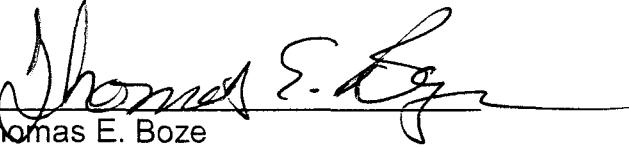
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:

John P. Doering

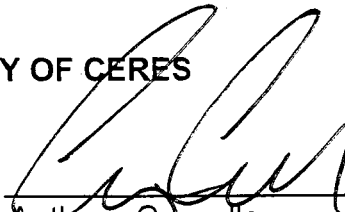
County Counsel

By



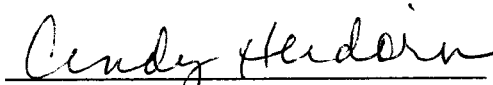
Thomas E. Boze  
Deputy County Counsel

**CITY OF CERES**

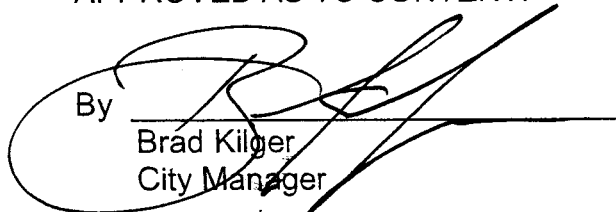
By   
Anthony Cannella  
Mayor

7-9-09  
Dated

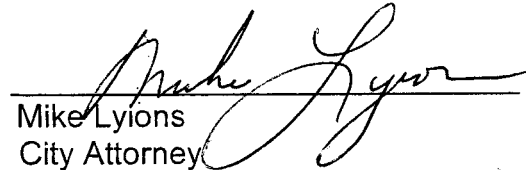
**ATTEST:**

By   
Cindy Heidorn  
City Clerk

**APPROVED AS TO CONTENT:**

By   
Brad Kilger  
City Manager

**APPROVED AS TO FORM:**

By   
Mike Lyons  
City Attorney

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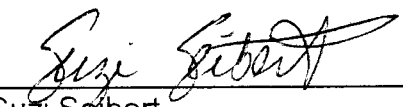
**COUNTY OF STANISLAUS**

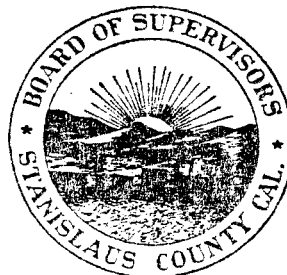
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

\_\_\_\_\_  
Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

By   
Suzi Seibert  
Deputy Clerk



APPROVED AS TO CONTENT:

Kirk Ford, Director

Planning and Community Development Department

By  \_\_\_\_\_

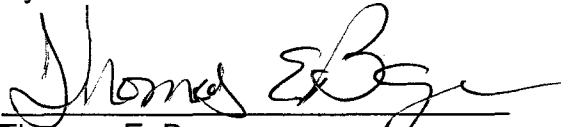
Angela Freitas

Deputy Director

APPROVED AS TO FORM:

John P. Doering

County Counsel

By  \_\_\_\_\_

Thomas E. Boze

Deputy County Counsel

CITY OF NEWMAN

By

  
Ed Katen  
Mayor

Dated

7-6-09

ATTEST:

By

  
Mike Maier  
Deputy City Clerk

APPROVED AS TO CONTENT:

By

  
Michael E. Holland  
City Manager

APPROVED AS TO FORM:

By

  
Tom Hallinan  
City Attorney

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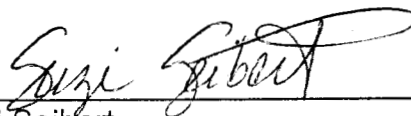
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

Dated



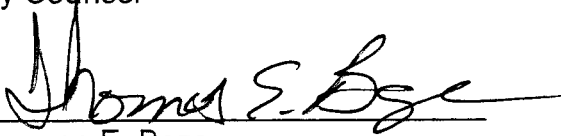
ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

By   
Suzi Seibert  
Deputy Clerk

APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel



CITY OF OAKDALE

By Farrell Jackson  
Farrell Jackson  
Mayor

7/7/09  
Dated

ATTEST:

By Nancy Lily  
Nancy Lily  
City Clerk

APPROVED AS TO CONTENT:

By Steve Hallam  
Steve Hallam  
City Manager

APPROVED AS TO FORM:

By Tom Hallinan  
Tom Hallinan  
City Attorney

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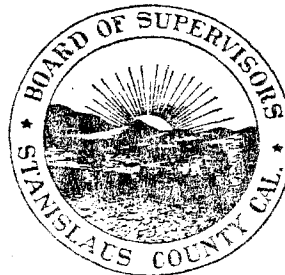
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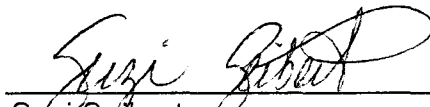
By   
Jim DeMartini  
Chairman of the Board of Supervisors

JUN 3 0 2009

\_\_\_\_\_  
Dated

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

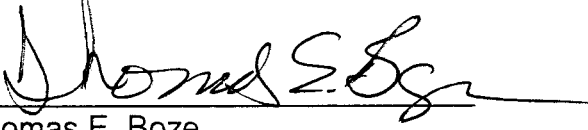


By   
Suzi Seibert  
Deputy Clerk

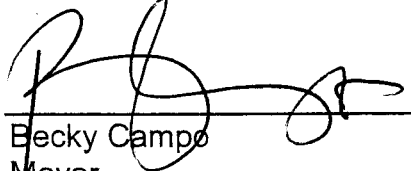
APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel


By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**CITY OF PATTERSON**


By   
Becky Campo  
Mayor

Dated \_\_\_\_\_

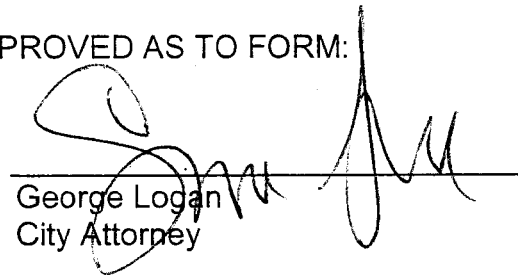
**ATTEST:**

By   
Maricela Vela  
City Clerk

**APPROVED AS TO CONTENT:**

By   
M. Cleve Morris  
City Manager

**APPROVED AS TO FORM:**

By   
George Logan  
City Attorney

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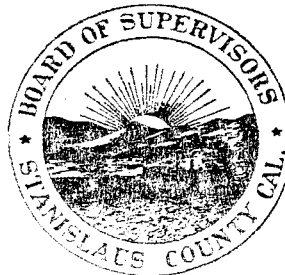
**COUNTY OF STANISLAUS**


By   
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Chairman of the Board of Supervisors

JUN 30 2009

Dated

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Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

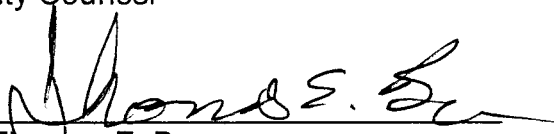


By   
Suzi Seibert  
Deputy Clerk


APPROVED AS TO CONTENT:  
Kirk Ford, Director  
Planning and Community Development Department

By   
\_\_\_\_\_  
Angela Freitas  
Deputy Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

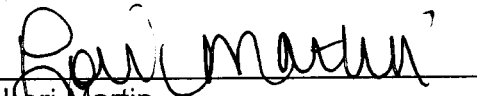
By   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

CITY OF WATERFORD


By   
Charlie Goeken  
Mayor

Dated 07/16/2009

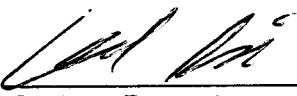
ATTEST:

By   
Lori Martin  
City Clerk

APPROVED AS TO CONTENT:

By   
Chuck Deschenes  
City Manager

APPROVED AS TO FORM:

By   
Corbett Browning  
City Attorney

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updated 5-2-09.doc