

AGENDA

STANISLAUS COUNTY REDEVELOPMENT AGENCY

1010 10TH STREET, BASEMENT LEVEL, MODESTO

JANUARY 31, 2012

9:05 A.M.

- I. CALL TO ORDER**
- II. CONSENT CALENDAR (Those items marked with an *)**
- III. APPROVAL OF MINUTES**
 - *A. Minutes of September 13, 2011
- IV. CORRESPONDENCE**
 - A. None
- V. PUBLIC HEARINGS**
 - A. None
- VI. PRESENTATION**
 - A. Twenty Years of Redevelopment
- VII. AGENDA ITEMS**
 - A. Approval to Amend the Enforceable Obligation Payment Schedule for Existing Redevelopment Agency Debt Service in Compliance with the Redevelopment Agency Dissolution Act (ABx1 26)
- VIII. PUBLIC FORUM**
- IX. ADJOURNMENT**

pnt

**MINUTES
STANISLAUS COUNTY REDEVELOPMENT AGENCY
SEPTEMBER 13, 2011**

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 9:16 a.m.

Members present: William O'Brien, Vito Chiesa, Terry Withrow, Dick Monteith and Jim DeMartini

Members absent: None

Staff present: Kirk Ford, Executive Director and Angela Freitas, Manager IV

II. CONSENT CALENDAR (*)

Upon motion by Agency members O'Brien/Chiesa (5-0), Agency approved the Consent Calendar, including approval of the minutes.

III. APPROVAL OF MINUTES

*A. Upon motion by Agency members, O'Brien/Chiesa (5-0), the Agency approved the minutes of August 23, 2011.

IV. CORRESPONDENCE

A. None

V. PUBLIC HEARINGS

A. None

VI. AGENDA ITEMS

A. O'Brien/DeMartini (5-0) Finds that use of the Housing Fund to pay planning and administrative expenses are necessary for the production, improvement or preservation of low- and moderate-income housing; finds that the public infrastructure projects identified in the work program of the FY 2011-2012 Final Budget are a benefit to the project area; that no other reasonable means of financing the improvements are available to the community; and that payment of Capital Project Funds for the cost of improvements will assist in the elimination of one or more blighting conditions inside the project area and is consistent with the Agency's Implementation Plan; approved clarification of the policies within the existing Implementation Plan and approved the Residential Neighborhood Infrastructure Project List Rankings Criteria; adopted the Final Budget for

FY 2011-2012 inclusive of the Housing and Capital Projects Funds; and, authorized the Agency's Executive Director to take all necessary steps to implement the Final Budget for FY 2011-2012 including the negotiation and execution of contracts for programs or projects identified in the budget work program, but not to exceed the allocated budget amount.


- B. Chiesa/Withrow (5-0) Authorized the Executive Director to enter into an agreement with Stanislaus County for reimbursement of State of California remittance payments made by the County under the Alternative Voluntary Redevelopment Program in accordance with AB X1 27.

VII. PUBLIC FORUM

No one spoke.

VIII. ADJOURNMENT

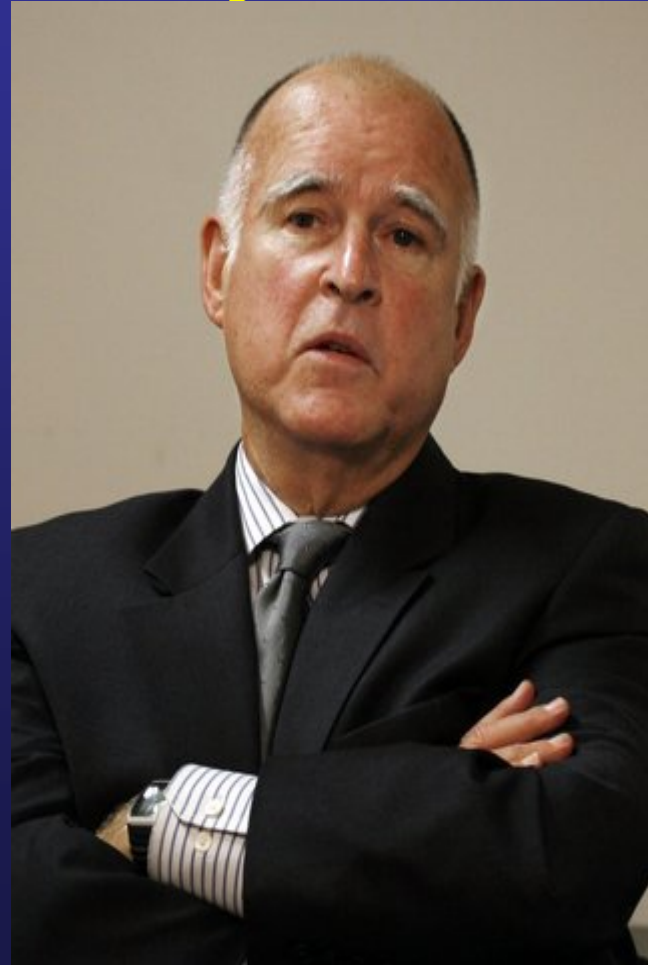
The meeting adjourned at 9:27 a.m.

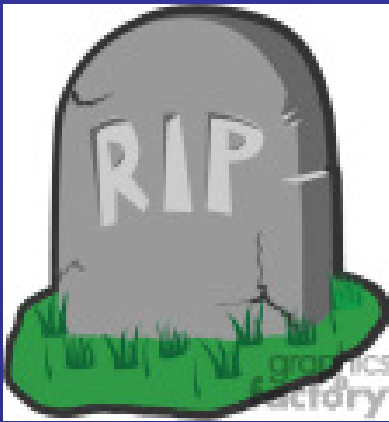


Kirk Ford
Executive Director

**Stanislaus County
Redevelopment Agency
1991 - 2011**

Stanislaus County Redevelopment Agency Midnight, February 1, 2012



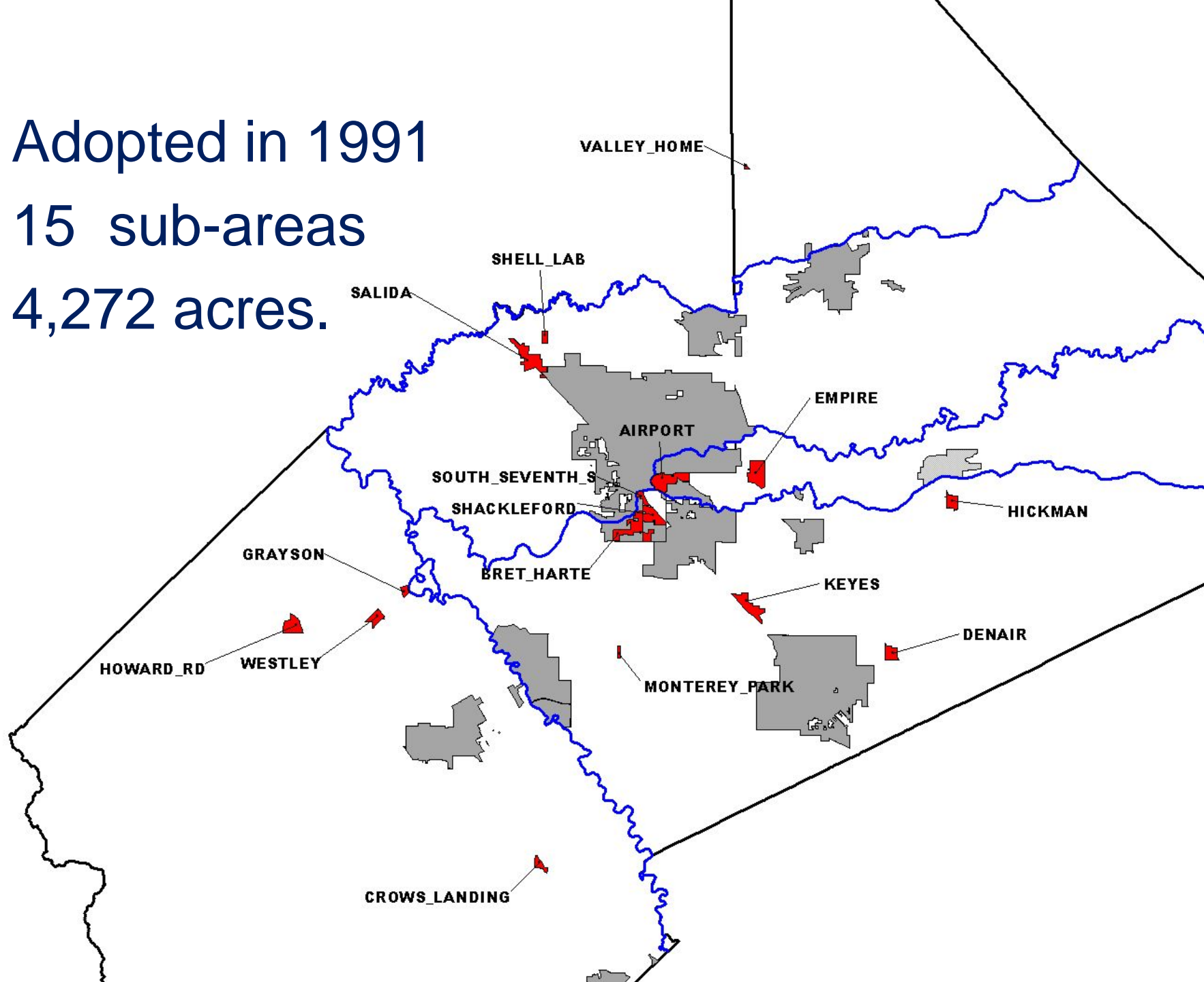


Redevelopment

Loss of an effective tool to conduct the following activities:

- Created Jobs,
- Created Affordable Housing,
- Repaired and Installed Local Infrastructure,
- Provided Local Economic Development Opportunities.

- Adopted in 1991
- 15 sub-areas
- 4,272 acres.



WHAT HAS RDA DONE?

TOTAL RDA CASH INTO THE
COMMUNITY TO DATE:

\$80,000,000

1991-2011 Programs & Projects



HOUSING



INFRASTRUCTURE

1991-2011 Programs & Projects



**ECONOMIC
DEVELOPMENT**



**NEIGHBORHOOD
CLEANUPS &
MISC**

1991-2011 Programs & Projects

Housing Fund

PARTNERS

- Habitat for Humanity
- Gallo
- STANCO
- Housing Authority
- Self-Help Enterprises

LEVERAGE PROGRAMS

- HUD
- CDBG
- HOME
- CalHFA

1991-2011 Programs & Projects

Housing Rehabilitation Program

Before



After



1991-2011 Programs & Projects

Housing Rehabilitation Program

Before



After



1991-2011 Housing Projects

Reconstruction Program

During



After



1991-2011 Programs & Projects

Housing Rehabilitation Program

Down Payment Assistance



1991-2011 Programs & Projects

First Time Home Buyer Program

Town of Keyes

Town of Salida



1991-2011 Programs & Projects

Housing Fund

- 2000 – First Partnership with Habitat for Humanity - \$75,000 – 2 units.
- 2001 – Housing Set-aside leverage (\$200,000) to Housing Authority for \$1.3Million Grant for rehabilitation of Farmworker Housing.
- 2002 – Self-Help Enterprises - \$200,000 for Housing Rehabilitation Program.

1991-2011 Programs & Projects

Housing Fund

- 2004 – CalHFA loan - \$562,500 for First Time Homebuyer Program.
- 2003-2007 – Bret Harte and Shackelford Sewer-Lateral Connection Program –
- 2006-2007 – Housing Authority – partnership to continue the Housing Rehabilitation Programs.

1991-2011 Programs & Projects

Housing Fund

- 2007 - Partnership with Habitat for Humanity - \$360,000 – Airport Neighborhood – Acquisition of 4 Units.
- 2008 – Partnership with Habitat for Humanity - \$449,575 – Rehabilitation of 8 Units.
- 2008 – Gap Financing - \$200,000 Archway Commons – Affordable Housing Project.

1991-2011 Programs & Projects

Habitat for Humanity Partnership

Airport Neighborhood



1991-2011 Programs & Projects

Housing Fund



- 2007
- Foreclosure Prevention Workshops



No Homeowner Left Behind™
Central Valley - California

1991-2011 Programs & Projects

Capital Projects Fund

FOCUSED ON
HEALTH AND SAFETY
AND
INFRASTRUCTURE



1991-2011 Programs & Projects

Shackelford Neighborhood Sewers and Storm Drain



1991-2011 Programs & Projects

Bret Harte Neighborhood Sewers



1991-2011 Programs & Projects

Capital Projects Fund/ Housing Fund

- Sewer Line Hookups
 - Bret Harte
 - Shackelford



1991-2011 Programs & Projects

Capital Projects Fund/ Housing Fund

PLANNED PROJECTS:

- Airport Neighborhood Sewers
- Parklawn Neighborhood Sewers
- Empire Storm Drains

Future of these projects are in question without RDA funding

1991-2011 Programs & Projects

Empire Storm Drain Project

Before



After



1991-2011 Programs & Projects

Empire Storm Drain Project



1991-2011 Programs & Projects

Salida Storm Drainage Project



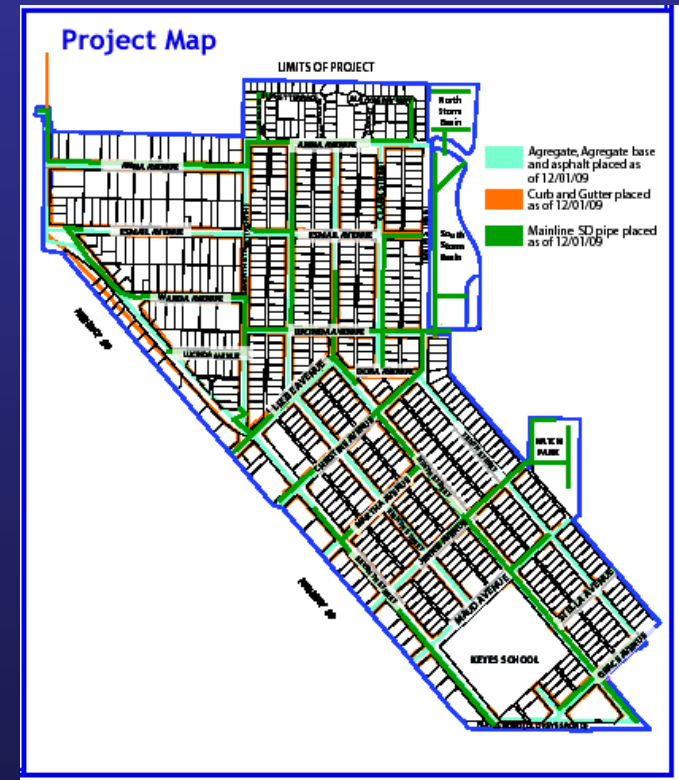
1991-2011 Programs & Projects

Keyes Storm Drainage Project



1991-2011 Programs & Projects

Keyes Storm Drainage Project



1991-2011 Programs & Projects

Capital Projects Fund

- Emergency Septic Repair



1991-2011 Programs & Projects

Capital Projects Fund

- Monterey Park Tract Water Supply Study



WATER SUPPLY STUDY

FOR THE

**MONTEREY PARK TRACT
COMMUNITY SERVICES DISTRICT**

Grant Funding Provided By:

California Department of Public Health through the Safe Drinking Water State Revolving Fund (Project No. 5000389-01)

&

Stanislaus County Redevelopment Agency

Study Prepared By:

Fremming, Parson & Pecchenino

2816 Park Avenue

Merced, CA 95348-3375

(209) 723-2066

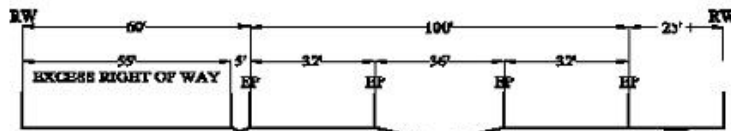
SEPTEMBER 2011

1991-2011 Programs & Projects

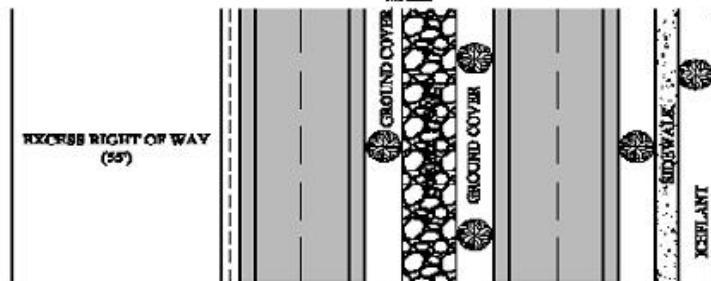
Capital Projects Fund

Broadway Ave.
and Salida Blvd.
Corridor Projects

SALIDA BOULEVARD BEAUTIFICATION



SECTION A-A

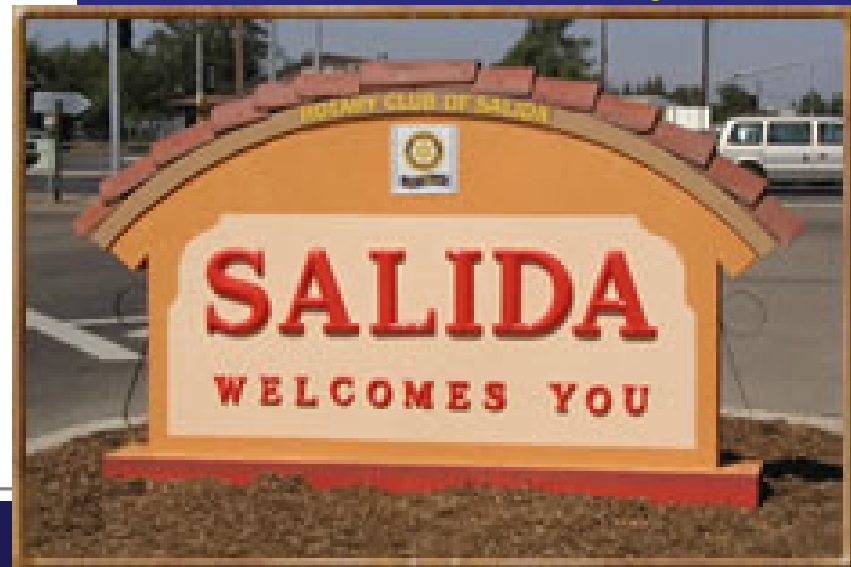


PLAN

LEGEND:



SIDEWALK
PROPERTY LINE
VALLEY GUTTER
EDGE OF PAVEMENT
EXISTING RAISED MEDIAN
COBBLE STONE
TREES



1991-2011 Programs & Projects

Capital Projects Fund

- Crows Landing Water Line Repair Program.
- Streetscape Beautification Program – Howard Road/Interstate Highway 5 Interchange.

1991-2011 Programs & Projects

Neighborhood Clean-Ups

- 1993 – First Neighborhood Clean-Up in Empire, CA.
- 1994 – Salida, Crows Landing, Airport, Denair, and Hickman Neighborhood Clean-Ups.
- 1994-2010 – Program continued on an annual basis until funding opportunity was exhausted.

Neighborhood Clean-Ups

Each Clean-Up averaged over 35 tons of garbage being removed from alleyways and residential properties (including 100's of tires).



Neighborhood Clean-Ups

35 Tons x 5 per
Year = 175 Tons
per year

175 Tons per
Year x 17 years =
2,975 TONS =
almost 6,000,000
pounds of
Garbage removed



1991-2011 Programs & Projects

Economic Development Program

- Workforce Development Program
- Micro-Enterprise Loans
- Revitalization Plans



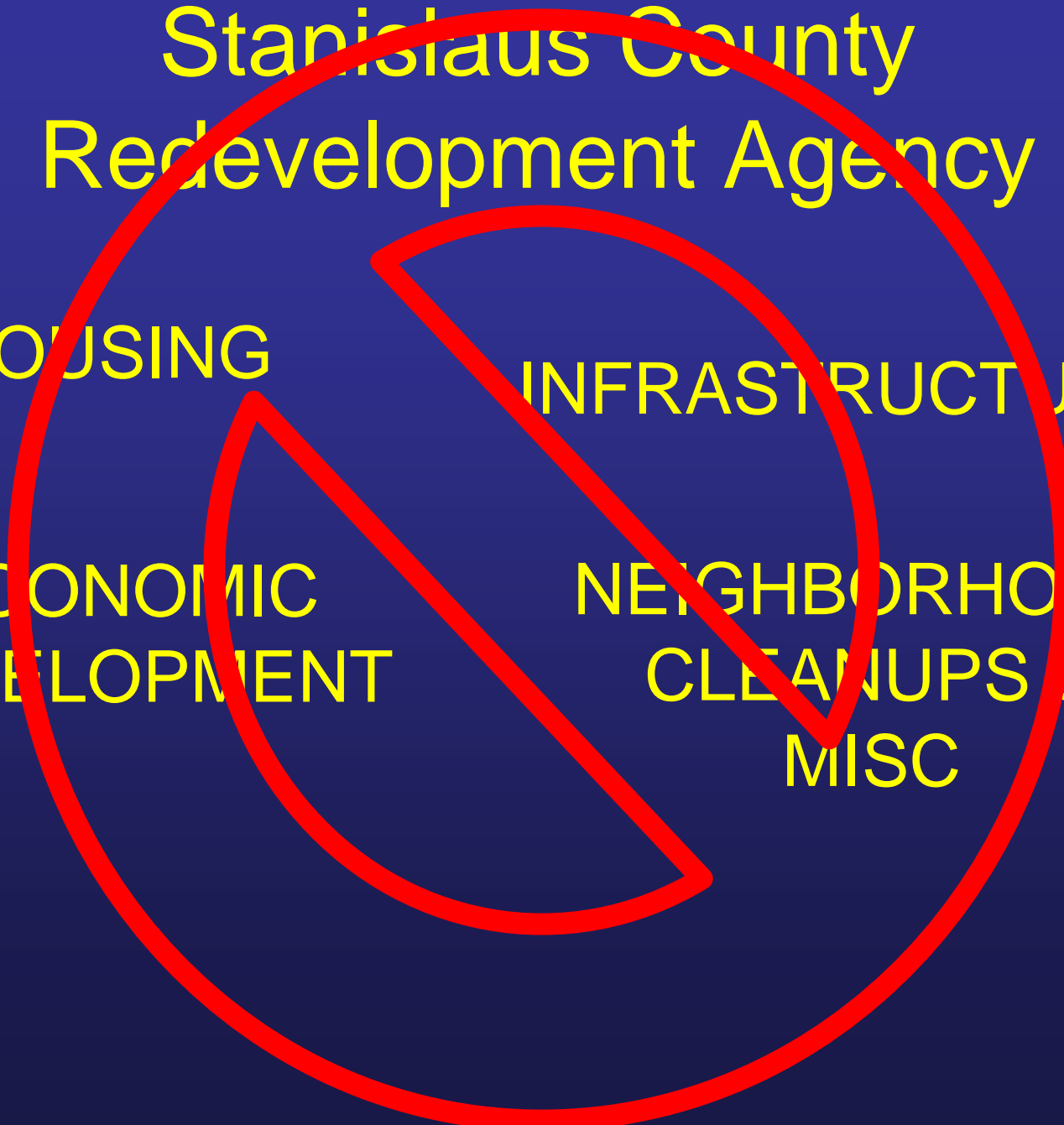
Stanislaus County Redevelopment Agency

HOUSING

INFRASTRUCTURE

ECONOMIC
DEVELOPMENT

NEIGHBORHOOD
CLEANUPS &
MISC



Stanislaus County Redevelopment Agency 1991 - 2011



Stanislaus County Redevelopment Agency 1991 - 2011

District 1	District 2	District 3	District 4	District 5
Pat Paul	Rolland Starn	Nick Blom	Ray Simon	Paul Caruso
Bill O'Brien	Tom Mayfield	Jeff Grover	Dick Monteith	Jim DeMartini
	Vito Chiesa	Terry Withrow		

**Stanislaus County
Redevelopment Agency
1991 - 2011**

QUESTIONS?

Sitting as the Redevelopment Agency
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:05 A.M. - VII-A

Urgent Routine

AGENDA DATE January 31, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Amend the Enforceable Obligation Payment Schedule for Existing Redevelopment Agency Debt Service in Compliance with the Redevelopment Agency Dissolution Act (ABx1 26)

STAFF RECOMMENDATIONS:

1. Adopt the proposed amended Enforceable Obligation Payment Schedule (EOPS) in compliance with ABx1 26.
2. Direct the Executive Director to take all actions required by the Redevelopment Agency Dissolution Act (ABx1 26) including, but not limited to, posting the amended EOPS on the Stanislaus County Redevelopment Agency's website, and transmitting the EOPS to the Stanislaus County Auditor-Controller, the State Controller, and the State Department of Finance.

(Continued on page 2)

FISCAL IMPACT:

Pursuant to the Redevelopment Agency Dissolution Act (ABx1 26) and the California Supreme Court decision in the California Redevelopment Association v. Matosantos, the Stanislaus Redevelopment Agency (RDA) must amend its August 23, 2011, Enforceable Obligation Payment Schedule (EOPS) to reflect payments due after December 31, 2011. Upon adoption, RDA staff will prepare a preliminary draft

(Continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-045

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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.

STAFF RECOMMENDATIONS: (Continued)

3. Reserve the right, in the event of future legislation or litigation, to modify, rescind, or alter this action, in whole or in part, or to take further action as may be required or desired to address such legislation or litigation.

FISCAL IMPACT: (Continued)

Recognized Obligation Payment Schedule (ROPS) (which is essentially a retitled EOPS) for delivery to the Successor Agency (which in this case is Stanislaus County). The Successor Agency's Oversight Board will then, prior to April 15, 2012, approve a ROPS.

After Dissolution on February 1, 2012, the Successor Agency is permitted to only make payments listed on the EOPS until May 1, 2012. After May 1st, the Successor Agency is permitted to only make payments listed on an Oversight Board approved ROPS.

The proposed amended EOPS reflects the RDA's total outstanding debt/obligation of \$53,465,664.01.

DISCUSSION:

On December 29, 2011, the California Supreme Court delivered its decision in the *California Redevelopment Association v. Matosantos* case, finding the Redevelopment Agency Dissolution Act (ABx1 26) constitutional and the "Alternative Redevelopment Program Act (ABx1 27) unconstitutional. The Court's decision means that all redevelopment agencies in the State, including the Stanislaus County Redevelopment Agency (RDA) will be dissolved under the Dissolution Act as of February 1, 2012, and none will have the opportunity to opt into continued existence under the Alternative Redevelopment Program Act.

During the litigation period, the Court issued a partial stay (and shortly afterward a modified stay) regarding suspension of the effectiveness of the Dissolution Act until it ruled on the constitutionality of the two legislative bills. Under the modified stay, the Agency was required to adopt an Enforceable Obligation Payment Schedule (EOPS). The Stanislaus County Redevelopment Agency (RDA) adopted an EOPS on August 23, 2011. (See Attachment 1)

The EOPS must list all of the "enforceable obligations" of the RDA and is subject to review by the California Department of Finance. "Enforceable obligations" include: bonds, including the required debt service, reserve set-asides, and other required payments under the indenture; loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms; payments required by the Federal government, pre-existing obligations to the State or obligations imposed by State law, or payments required in connection with the agency's employees (e.g., pension payments, etc.); judgments, settlements or binding arbitration decisions that bind the agency; legally binding and enforceable agreements or contracts; and contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment, and supplies.

The Supreme Court's December 29, 2011, decision included pushing back the deadlines in the Dissolution Act arising prior to May 1, 2012, by four months. As a result of the Court's decision, the RDA has until January 31, 2012, to consider any amendments to its previously adopted EOPS to reflect payments due after December 31, 2011. The adopted EOPS only covered the period of August, 2011 through December, 2011. The proposed amended EOPS will cover the period of January, 2012 through June, 2012. (Attachment 2)

Amended Enforceable Obligation Payment Schedule (EOPS). The proposed amended EOPS reflects the updated "total outstanding debt or obligations" and "payments by month" and the removal of obligations which have already been completed or are not applicable during the covered time period. The following is an overview of the other amendments being proposed to the EOPS:

- The Voluntary Alternative Redevelopment Program (ABx1 27) payment has been removed in light of the Court's decision invalidating that legislation.
- The Pass Through Agreement payments have been removed since they are not defined as "enforceable obligations" under the Dissolution Act; however, the RDA's Pass Through Agreement payment obligations will still be met by distribution of property tax increment (formerly tax increment) by the County Auditor-Controller. Historically, the RDA has never directly made these payments. The County Auditor-Controller has always directly distributed the payments to affected taxing entities on behalf of the RDA.
- Employee salaries, retirement obligations, and operational expenses (County administration) descriptions have been updated to reflect costs to the RDA prior to dissolution and costs applicable to both the Successor and Successor Housing Agencies after dissolution on February 1, 2012.
- Costs associated with administration of the Keyes Tax Allocation Bond have been added.
- The administrative cost allowance provided under the Dissolution Act to the Successor Agency has been added. The Dissolution Act provides Successor Agencies with an administrative cost allowance of up to five percent (5%) of the property tax allocated to the successor agency for Fiscal Year 2011-2012, and up to three percent (3%) of the property tax allocated to the Redevelopment Obligation Retirement Fund money that is allocated to the Successor Agency for each year thereafter; provided, however, that the amount shall not be less than \$250,000 for any fiscal year or such lesser amount as agreed to by the Successor Agency. Currently, it is unclear what constitutes the property tax allocation for Fiscal Year 2011-2012, and exactly which costs to the Successor Agency are covered under the administrative cost allowance versus being independent enforceable obligations.

- The Low- and Moderate- Income (LMI) Housing Set Aside Fund has been reclassified from “other obligation” to “enforceable obligation” and the “total outstanding debt or obligation” has been adjusted to reflect the estimated remaining obligation over the remaining effective life of the RDA’s Project No. 1. Under the Dissolution Act, the California Redevelopment Laws (CRL) requirement for a redevelopment agency to deposit twenty percent (20%) of its annual gross tax increment into a LMI housing-set aside fund no longer applies; however, the amended EOPS recognizes a 1991 agreement entered into between the RDA and California Rural Legal Assistance (CRLA) as an “enforceable obligation.” (See Attachment 3)

The 1991 CRLA agreement requires that the RDA set aside and expend at least twenty-five percent (25%) of the gross tax increment revenue generated from property within the project area to increase, improve and expand the supply of housing available at affordable housing cost to persons and families of very low, low, and moderate income, in conformity to the agreement,. Under the Dissolution Act, the 1991 CRLA agreement is an “enforceable obligations,” as it is a legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy. The requirement in the CRLA agreement that the agency deposit an extra five percent (5%) of tax increment, over and above the twenty percent (20%) required by law, is still valid and enforceable until June of 2032.

Public Works Infrastructure Agreement. The 2011 Public Works Infrastructure Agreement, entered into between the RDA and Stanislaus County, remains as “other obligation” and the “total outstanding debt or obligation” has been adjusted to reflect the RDA’s set-aside of encumbered funds under the agreement. Under the Dissolution Act, an “enforceable obligation” does not include any agreements entered into after January 1, 2012, between the RDA and its sponsoring agency, Stanislaus County; however, an “enforceable obligation” does include settlements entered by a competent court of law.

On January 13, 2012, the County Board of Supervisors and the RDA’s Executive Director received a letter from California Rural Legal Assistance, Inc. suggesting that the RDA amend its EOPS to include \$4.5 million from the LMI Housing fund and \$32 million from the Capital Projects fund as enforceable obligations pursuant to the settlement agreement between Stanislaus County and the Community Concerning Community Improvement (CCCI). (See Attachment 4)

Stanislaus County and the CCCI entered into a settlement agreement in June, 2011 which committed Stanislaus County and RDA staff to **recommend** approval of a funding plan using RDA Capital Project and Housing funds to design and construct the Parklawn and Airport Neighborhood sewer projects. The settlement agreement was the result of a long-standing lawsuit, originally filed in 2004, and was approved by the Hon. Lawrence J. O’Neill of the United States District Court, Eastern District of California (Fresno Division). This settlement agreement, and its constituent parts, had been in the process of being negotiated in good faith through the Court system since 2009.

Even though Stanislaus County and the RDA both approved the funding plans as recommended by staff, the Dissolution Act expressly states that “enforceable obligations” to be paid by the Successor Agency do not include agreements, contracts or arrangements entered into between a redevelopment agency and its Sponsoring Community (Stanislaus County) after January 1, 2011. As such, based on discussions with the RDA’s legal counsel, County Counsel and the County’s lawsuit settlement agreement attorney, RDA staff believes that although the sewer projects are an obligation defined in the RDA’s 2010-2014 Implementation Plan, they do not meet the legislative criteria that define “enforceable obligations” under the Dissolution Act. Therefore, the \$32 million agreement that was identified to be used for project construction continues to be listed on the EOPS as “other obligations.”

After dissolution on February 1, 2012, the RDA’s Successor Agency, which in this case will be Stanislaus County, is permitted to only make payments listed on the EOPS. Upon adoption, RDA staff will prepare a preliminary draft Recognized Obligation Payment Schedule (ROPS) (which is essentially a retitled EOPS) for delivery to the Successor Agency. The Successor Agency’s Oversight Board will then, prior to April 15, 2012, approve a ROPS. The public will have an opportunity at that time to provide additional input to the Oversight Board. The State Finance Director has the authority to override or challenge any decisions made by the Successor Agency or Oversight Board related to the EOPS or ROPS. After May 1, 2012, the Successor Agency may pay only those payments listed in the approved ROPS.

Various pieces of new legislation have been introduced in response to the Supreme Court’s decision in *California Redevelopment Association v. Matosantos*, which may allow certain limited functions of redevelopment agencies to continue. In the event that such legislation results in modifications to the requirements of ABx1 26, or in the event of future litigation, further action may be required or desired of the County, as the Successor Agency and the Successor Housing Agency, including but not limited to the further amendment of the EOPS, prior to approval by the Oversight Board. Staff recommends that the Board reserve the right, in the event of future legislation or litigation, to modify rescind, or alter this action in whole or in part.

POLICY ISSUES:

Traditionally, the efforts of the Stanislaus County Redevelopment Agency (RDA) fall within the Board Priorities of A Well Planned Infrastructure System, A Healthy Community, and Effective Partnerships. Adoption of the proposed amended Enforceable Obligation Payment Schedule (EOPS) furthers the Boards priorities by allowing payment of the RDA’s “enforceable obligations” to be continued by the Successor Agency.

STAFFING IMPACT:

There are no staffing impacts associated with this item. Existing staff from the Chief Executive Office, County Counsel, and Planning and Community Development Department will implement the succession actions as required.

CONTACT PERSON:

Kirk Ford, Redevelopment Agency Executive Director. Telephone: (209) 525-6330

ATTACHMENTS:

1. Approved August 23, 2011, Enforceable Obligation Payment Schedule (EOPS)
2. Proposed Amended EOPS
3. 1991 California Rural Legal Assistance Agreement (CRLA)
4. Letter dated January 12, 2012, from CRLA

Project Area(s) No. 1

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169

All listed obligations, enforceable and other, are as defined by AB 26

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month *					
					Aug	Sept	Oct	Nov	Dec	Total
1) Salida Storm Drain Loan	USDA-Rural Development	Loan for public infrastructure project	4,070,000.00	240,070.00	0.00	0.00	0.00	0.00	0.00	\$ -
2) Keyes Tax Allocation Bonds	Bank of New York	Loan for public infrastructure project	13,070,000.00	1,165,271.00	0.00	0.00	0.00	0.00	0.00	\$ -
3) Bret-Harte Sewer Loan	State Water Control Bd.	Loan for public infrastructure project	817,586.00	179,151.00	0.00	0.00	0.00	179,151.00	0.00	\$ 179,151.00
4) Cal HFA loan	State of California	Down payment assistance-LMI	731,250.00		0.00	0.00	0.00	0.00	0.00	\$ -
5) Employee salaries	Agency employees	salaries & benefits for Agency staff	293,450.00	320,127.00	26,677.00	26,677.00	26,677.00	26,677.00	26,677.00	\$ 133,385.00
6) County administration	Stanislaus County	Cost of running Agency	16,335.00	17,820.00	1,485.00	1,485.00	1,485.00	1,485.00	1,485.00	\$ 7,425.00
7) Property Tax Administration	Stanislaus County	Cost of property tax collection	98,750.00	98,750.00	0.00	0.00	0.00	0.00	0.00	\$ -
8) Residential Infrast. Survey	CLRA	Survey per Court settlement	25,000.00	25,000.00	25,000.00	0.00	0.00	179,151.00	0.00	\$ 204,151.00
9) Contract for Legal Services	Miller & Owen	Legal Services	5,000.00	5,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	\$ 5,000.00
10) Contract for Annual Audit	Brown Armstrong	Annual Agency audit	9,000.00	9,000.00	0.00	5,000.00	0.00	2,000.00	2,000.00	\$ 9,000.00
11) Housing Rehabilitation	Habitat for Humanity	contract-housing rehabilitation program	687.00	687.00	0.00	0.00	300.00	0.00	387.00	\$ 687.00
12) Housing Rehabilitation	Housing Authority	contract-housing rehabilitation program	177,113.00	177,113.00	1,000.00	7,500.00	14,750.00	20,000.00	10,000.00	\$ 53,250.00
OTHER OBLIGATIONS -- PAYMENT SCHEDULE										
13) Public Works Infrast. Agree.	Stan. Co. Public Works	Public Infrastructure Projects	32,000,000.00	6,013,108.00	0.00	0.00	0.00	0.00	0.00	\$ -
14) Volun. Alter. Redevel. Prog.	Stanislaus County	AB1 X 27 Payment	varies	2,655,853.00	0.00	0.00	0.00	0.00	0.00	\$ -
15) Pass Through Agreements	Various Taxing Entities	Payments Per Ca Redev. Law	25,304,329.51	2,926,420.00	Pass through payments are made directly by County Auditor					\$ 2,926,420.00
16) Housing Set Aside Fund	RDA Housing Fund	LMI Housing Fund	17,151,390.97	1,933,806.50	0.00	0.00	0.00	0.00	0.00	\$ -
17)										\$ -
18)										\$ -
19)										\$ -
20)										\$ -
21)										\$ -
22)										\$ -
23)										\$ -
24)										\$ -
25)										\$ -
26)										\$ -
27)										\$ -
28)										\$ -
Totals - Enforceable Obligations			\$ 19,314,171.00	\$ 2,237,989.00	\$ 55,162.00	\$ 41,662.00	\$ 44,212.00	\$ 409,464.00	\$ 41,549.00	\$ 592,049.00
Totals - Other Obligations			\$ 74,455,720.48	\$ 13,529,187.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,926,420.00
Grand total -			\$ 93,769,891.48	\$ 15,767,176.50	\$ 55,162.00	\$ 41,662.00	\$ 44,212.00	\$ 409,464.00	\$ 41,549.00	\$ 3,518,469.00

* All payment amounts are estimates

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Enforceable Obligations as defined by California Health & Safety Code (Sections 34167(d) & 34171(d)(1))

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation (See Note No. 1)	Total Due During Fiscal Year	Fiscal Year 2011-2012 (January 1, 2012 - June 30, 2012) – Monthly Payments*						
					January	February	March	April	May	June	Total
1) Salida Storm Drain Loan	USDA-Rural Development	Loan for public infrastructure project	4,070,000.00	396,320.00	86,487.50	0.00	0.00	0.00	0.00	156,250.00	\$ 242,737.50
2) Keyes Tax Allocation Bonds	Bank of New York	Loan for public infrastructure project	13,070,000.00	2,000,241.00	339,970.02	0.00	0.00	0.00	0.00	834,970.00	\$ 1,174,940.02
3) Bret-Harte Sewer Loan	State Water Control Bd.	Loan for public infrastructure project	817,586.00	179,151.00	0.00	0.00	0.00	179,151.00	0.00	0.00	\$ 179,151.00
4) Cal HFA loan	State of California	Down payment assistance-LMI	731,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
5) Employee Salaries	Stanislaus County	Staff salaries & benefits for Agency & Successor Agencies	120,000.00	240,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	\$ 120,000.00
6) Employee Retirement Obligation	Stanislaus County	Staff retirement expenses	30,761.52	30,761.52	0.00	0.00	30,761.52	0.00	0.00	0.00	\$ 30,761.52
7) Operational expenses	Stanislaus County	Cost of running Agency & Successor Agencies	9,000.00	18,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	\$ 9,000.00
8) Property Tax Administration	Stanislaus County	Cost of property tax collection	98,750.00	98,750.00	0.00	0.00	0.00	0.00	0.00	98,750.00	\$ 98,750.00
9) Legal Services	Miller & Owen	Legal Services	20,000.00	37,826.00	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00	2,500.00	\$ 20,000.00
10) Annual Audit	Brown Armstrong	Annual audit for Success Agencies	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
11) Keyes Bond Administration	Bank of New York	Annual bond administration	1,600.00	1,600.00	1,600.00	0.00	0.00	0.00	0.00	0.00	\$ 1,600.00
12) Successor Agency Admin.	Stanislaus County	Administrative Allowance	0.00	250,000.00						250,000.00	\$ 250,000.00
13) Housing Rehabilitation	Housing Authority	contract-housing rehabilitation program	177,113.00	177,113.00	Reimbursement Based Contract – Monthly Payments Vary					\$ 177,113.00	
14) Housing Set Aside Fund	RDA Housing Fund	LMI Housing Fund/1991 CLRA agreement	7,722,900.00	See Note No. 2	0.00	0.00	0.00	386,145.00	0.00	0.00	\$ 386,145.00
OTHER OBLIGATIONS – PAYMENT SCHEDULE											
15) Public Works Infrast. Agree.	Stan. Co. Public Works	Public Infrastructure Projects	32,000,000.00	See Note No. 3	Reimbursement Based Agreement – Monthly Payments Vary					\$ -	
16)											
17)											
18)											
19)											
20)											
21)											
22)											
23)											
24)											
25)											
26)											
27)											
28)											
29)											
30)											
Totals - Enforceable Obligations			\$ 26,868,960.52	Varies	Varies dependent on line item no. 10.					\$ 2,690,198.04	
Totals - Other Obligations			\$ 32,000,000.00	Varies	Varies dependent on line item no. 12.					\$ -	
Grand total -			\$ 58,868,960.52	Varies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,690,198.04

* All payment amounts are estimates.
 Note No. 1: Line items 5-11 reflect only current Fiscal Year outstanding debt or obligation totals. Totals to be updated annually.
 Note No. 2: Actual "Total Due During Fiscal Year" is 5% of the Gross Tax Increment (GTI) that would have been collected by the former Redevelopment Agency. The estimated April payment of \$386,145 is based on the Fiscal Year 2010-2011 GTI received by the Redevelopment Agency. A June payment will be made, if needed, to reconcile the obligation based on actual current Fiscal Year GTI that would have been collected by the former Redevelopment Agency.
 Note No. 3: Actual "Total Due During Fiscal Year" is dependent on the net Fiscal Year Gross Tax Increment (GTI) that would have been collected by the former Redevelopment Agency. As of Fiscal Year 2010-2011 there is \$5,403,296.51 in net tax increment is available to the Redevelopment Agency for use under this agreement. To date, no funds have been expended under this agreement.

THE BOARD SUPERVISORS OF THE COUNTY OF SANISLAUS
ACTION AGENDA SUMMARY

23

DEPT: Planning/Redevelopment

BOARD AGENDA # 9:30 a.m. -*VI-A

Urgent _____ Routine X

AGENDA DATE November 5, 1991

CAO Concurs with Recommendation YES _____ NO _____
(Information Attached)

4/5 Vote Required YES _____ NO _____

SUBJECT: AGREEMENT BETWEEN AGENCY AND CALIFORNIA RURAL LEGAL ASSISTANCE

STAFF
RECOMMEN-
DATIONS:

1. APPROVE AGREEMENT AND DIRECT AGENCY CHAIR TO SIGN SAME.

FISCAL
IMPACT: None.

BOARD ACTION

No. 91-1517

On motion of Supervisor Paul, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Paul, Starn, Blom, Caruso and Chairman Simon

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CLAUDIA KRAUSNICK, Clerk By: Patricia A. Minton PATRICIA A. MINTON, Assistant Clerk

File No. M-54-C-23
1010-08

ATTACHMENT 3

PAGE 2

SUBJECT: AGREEMENT BETWEEN AGENCY AND CALIFORNIA RURAL LEGAL ASSISTANCE

DISCUSSION: Prior to the adoption of the Stanislaus County Redevelopment Plan, the California Rural Legal Assistance (CRLA) became active in the redevelopment process as representatives of residents within the Project Area. The CRLA is concerned about the impact of the Plan upon the availability and supply of low and moderate income housing within the Plan's boundary. Therefore, this agreement (Exhibit A) has been prepared to mitigate the concerns of the CRLA. Below are the main points of the Agreement.

1. The Agency shall prepare a Community Plan for:
 - a) Airport
 - b) Shackelford
 - c) South 7th Street
 - d) Butte-Glenn-Imperial
2. Replacement Housing and Relocation
3. Agency shall set aside and expend twenty-five percent (25%) of the gross tax increment revenue
4. Reports required by law shall be made available to CRLA
5. Affordability and Occupancy Restrictions

POLICY
ISSUES: None.

STAFFING
IMPACT: None.

AGREEMENT

This Agreement is entered into this 5th day of November 1991 by and among the Stanislaus County Redevelopment Agency, a public body, corporate and politic (the "Agency"), and Roberta Northcutt, Alice Kay Ussery, Maria Pulido, Diane Moyer, Andrew Barrington, June M. Mendes, Richard A. Furr, Sr., Sylvia E. Cowan (the "Residents") (collectively, the Agency and the Residents shall be referred to as the "Parties").

WHEREAS, the Agency has adopted the Stanislaus County Redevelopment Plan No. 1 on July 9, 1991 ("Plan");

WHEREAS, redevelopment of the Project Area pursuant to the Plan may affect the availability and supply of low and moderate income housing within its boundaries;

WHEREAS, the Residents are low income residents within the Plan's boundaries;

WHEREAS, the Parties enter into this Agreement in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, receipt of which is hereby acknowledged.

NOW, THEREFORE, the Parties agree as follows:

1. Purposes of Agreement

The purposes of this Agreement are: (i) to protect against, and to compensate for, displacement of Very Low Income, Low Income, and Moderate Income Households by Public Development Activity and Private Development Activity within the Two Subareas; (ii) to prevent homelessness due to displacement of Very Low Income Households and Low Income Households; (iii) to expand the supply of housing available within the Project Area at Affordable Housing Cost to Very Low Income, Low Income and Moderate Income Households. The Parties agree to work cooperatively to complete plans, programs and studies to effectuate the purposes of this Agreement and to jointly develop methods, in addition to those set forth in this Agreement, to effectuate the purposes of this Agreement.

2. Definitions. Capitalized terms in this Agreement shall have the meanings set forth in Sections 2.1 to 2.22, inclusive.

2.1 "Affordable Housing Cost" shall mean Affordable Rent for a rental unit and Affordable Ownership Cost for an ownership unit.

2.2 "Affordable Rent" shall mean a monthly rent, including Utilities, equal to: (i) for a Very Low Income Household, one twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of County Median Income; (ii) for a Lower Income Household, one twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of County Median Income; and (iii) for a Moderate Income Household, one twelfth (1/12) of thirty percent (30%) of ninety percent (90%) of County Median Income.

2.3 "Affordable Ownership Cost" shall mean a monthly cost of the items listed in 25 California Code of Regulations Section 6920 equal to: (i) for a Very Low Income Household, one twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of County Median Income; (ii) for a Lower Income Household, the greater of (A) one twelfth (1/12) of thirty percent (30%) of seventy percent (70%) of County Median Income or (B) one twelfth (1/12) of thirty percent (30%) of Annual Gross Income; and (iii) for a Moderate Income Household, one twelfth (1/12) of thirty percent (30%) of ninety percent (90%) of County Median Income. For the purpose of determining whether an housing unit is available for purchase at Affordable Ownership Cost, the downpayment shall not exceed ten percent (10%) of the total purchase price.

2.4. "County Median Income" shall mean the median annual gross income, adjusted for household size, for Stanislaus County, California, as periodically published by the California Department of Housing and Community Development, and currently found at 25 California Code of Regulations Section 6932. In the event that such income determinations are no longer published by HCD, the Agency shall determine the Median Income using standards and methods reasonably similar to those standards and methods used by HCD which it last published a Median Income calculation.

2.5 "Development Activity" shall include, but is not limited to, acquisition, demolition, rehabilitation (including substantial rehabilitation) new construction, or other improvements to or clearance of real property located in any of the Two Subareas.

2.6 "Four Subareas" shall mean Subarea 5 (South Seventh Street), Subarea 6 (Shackleford Neighborhood), Subarea 9 (Airport Industrial District), and Subarea 14 (Butte/Glenn/Imperial Neighborhood), as such Subareas are described in the Report to the Board of Supervisors on the Redevelopment Plan for the Stanislaus County Redevelopment Project Area No. 1, prepared by Claire Associates, June, 1991.

2.7 "Gross Annual Income" shall mean "Gross Income" as defined in 25 California Code of Regulations Section 6914.

2.8 "Housing Unit" shall mean any housing unit, whether occupied or unoccupied, located in any of the Two Subareas, including, but not limited to, a rental unit, an ownership unit, or a Mobilehome.

2.9 "Low Income Household" shall mean a household with a Gross Annual Income which exceeds fifty percent (50%) but does not exceed eighty percent (80%) percent of County Median Income;

2.10 "Low Income Housing Unit" shall mean a rental or ownership unit which is occupied by a Low Income Household, or which is available or occupied at Affordable Housing Cost for Low Income Households.

2.11 "Mobilehome" shall have the meaning set forth in Civil Code Section 798 et seq., but also includes recreational vehicles, as defined in Civil Code Section 799.24 and Health and Safety Code Section 18010, commercial coaches as defined in Health and Safety Code Section 18001.8, or manufactured housing as defined in Health and Safety Code Section 18007, as they currently exist or are amended in the future.

2.12 "Moderate Income Household" shall mean a household with a Gross Annual Income which exceeds eighty percent (80%) does not exceed ninety percent (90%) of County Median Income.

2.13 "Moderate Income Housing Unit" shall mean a rental or ownership unit which is occupied by a Moderate Income Household, or which is available or occupied at Affordable Housing Cost for Moderate Income Households.

2.14 "Plan" shall mean the Redevelopment Plan for Stanislaus County Redevelopment Project Area No. 1.

2.15 "Project Area" shall mean the Redevelopment Project Area covered by the Redevelopment Plan for the Stanislaus County Redevelopment Project No. 1.

2.16 "Private Development Activity" shall mean any Development Activity, as defined in Section 2.5, carried out without assistance or involvement of a Public Entity. The involvement of a Public Entity in Development Activity in its capacity as a permitting authority only shall not constitute assistance or involvement within the meaning of this Section 2.16.

2.17 "Public Development Activity" is defined as any Development Activity carried out or financially assisted by any Public Entity within the Project Area. The involvement of a Public Entity in Development Activity in its capacity as a permitting authority only shall not constitute Public Development

undertaken pursuant to an agreement with the Agency shall constitute Public Development Activity.

2.18 "Public Entity" is defined as set forth in Health and Safety Code Section 50079, but also includes any agency of the United States.

2.19 "Replacement Dwelling Unit" shall mean a housing unit which is: (i) decent, safe, sanitary, with a quality of construction conforming to current building codes, and containing at least as many rooms and as much living space as the unit being replaced; (ii) is located in an area not subjected to unreasonably adverse environmental conditions from either natural or personmade sources; (iii) not generally less desirable than the unit being replaced with respect to public utilities, public and commercial facilities and neighborhood conditions, including schools and municipal services; (iv) reasonably accessible to the present or potential places of employment of the members of the displaced household; and (v) available for occupancy at Affordable Housing Cost.

2.20 "Two Subareas" shall mean Subarea 5 (South Seventh Street) and Subarea 9 (Airport Industrial District) as such Subareas are described in the Report to the Board of Supervisors on the Redevelopment Plan for the Stanislaus County Redevelopment Project Area No. 1, prepared by Claire Associates, June, 1991.

2.21 "Very Low Income Household" shall mean shall mean a household with a Gross Annual Income which does not exceed fifty percent (50%) of County Median Income.

2.22 "Very Low Income Housing Unit" shall mean a rental or ownership unit occupied by a Very Low Income Household, or which is available or occupied at Affordable Housing Cost for Very Low Income Households.

3. Specific Community Plans for the Four Subareas.

3.1 No later than eighteen (18) months from the date that this Agreement is executed, the Agency shall prepare a Community Plan for each of the Four Subareas. The Community Plan shall include at least the following items:

(a) a descriptive list of activities to be undertaken by the Agency during the term of the Plan, including an estimate of the cost of such activity and an identification of the source of funds for such activity;

(b) a list of the priority for expenditure of Agency funds on each activity;

(c) a projected timetable for commencement and completion of each activity; and

(d) an analysis of the housing needs for Very Low Income Households and Low Income Households, including, but not limited to, the following:

(1) the number of Very Low Income and Low Income Households currently residing within each subarea; and

(2) the number of ownership and rental housing units available at Affordable Rent and Affordable Ownership Cost to Very Low Income Households and Low Income Households.

3.2 The Agency shall notify CRLA in writing of the Agency meetings for the formation and development of the Community Plans of the Four Subareas at least sixty (60) days prior to each meeting ("Notice");

3.3 Agency shall provide CRLA with a draft Community Plan as soon as such Plan is available for public review, but in any event no later than sixty (60) days prior to adoption of the Community Plan. Agency shall also make copies of the draft Community Plan available for public review and shall provide a copy of the draft Community Plan to any person who requests a copy in writing for a fee which is limited to the cost of photocopying.

3.4 CRLA may make written comments, objections, and recommendations to the Agency on the draft Community Plan within fifteen (15) days of CRLA's receipt of the draft Community Plan.

3.5 Agency shall respond in writing to each of CRLA's written comments, objections, and recommendations within fifteen (15) days of their receipt by Agency; and

3.6 Agency shall prepare in English accurate and detailed summaries of the draft Community Plans for each of the Four Subareas. In addition, Agency shall prepare and make available these summaries translated into Spanish, Cambodian, Laotian, Hmong and any other language necessary to adequately give a majority of the property owner and residents a reasonable opportunity to review the specific community plan affecting their sub-area. The English versions of the summaries shall each contain a statement in Spanish, Cambodian, Laotian, Hmong and any other language necessary to adequately give a majority of the property owner and residents of the Subarea notice that a summary in that language is available for review at the office of the Agency. No later than sixty (60) days prior to adopting such Community Plan, Agency shall mail such a copy of the English version of the summaries to all property owners and residents within the Subarea for which the Community Plan is prepared.

3.7 Agency shall not adopt any Community Plan unless the Agency has complied with all the provisions of Sections 3.1 through 3.5, inclusive, of this Agreement. Prior to adoption of the Community Plans for the Two Subareas, Agency and County shall not grant a land use plan amendment, zoning change, or permit for any Development Activity which would likely result in the displacement of Very Low Income Households or Low Income Households from either of the Two Subareas. Prior to the adoption of the Community Plans, Agency shall not undertake any redevelopment activities in the Four Subareas except for the following activities: construction, installation and hook-up of sewer lines in the Butte/Glen/Imperial subarea.

4. Modification of Plan. The Agency may not initiate and pursue to completion an amendment or otherwise modification of the Plan without first giving notice to CRLA of the proposed changes. Such notice must include, but not be limited to, a description of the proposed changes, an evaluation of the effects such changes will have upon the availability of Very Low Income, Low Income and Moderate Income Housing Units, and an assessment of the effects such changes will have upon the displacement of all persons or families within the Project Area. Such notice shall be provided to CRLA no later than ninety (90) days prior to adoption of such amendment, or at an earlier time if mandated by any provision of law.

5. Replacement Housing and Relocation.

5.1 For each Low Income Housing Unit or Very Low Income Housing Unit which is destroyed or removed within the Two Subareas by either Public or Private Development Activity, Agency agrees to provide, or cause to be provided, a Replacement Dwelling Unit. Such Replacement Dwelling Unit shall be made available no later than thirty (30) days prior to the displacement for occupancy by the household displaced at Affordable Housing Cost, or, in the event that the household displaced either chooses to occupy other housing, or is not a Low Income Household or a Very Low Income Household, by another Low Income Household or a Very Low Income Household at Affordable Housing Cost.

5.2 For every household displaced by Public Development Activity or Private Development Activity within the two Subareas, the Agency agrees to provide, or cause to be provided, relocation assistance payments in the amount stated in Government Code Section 7260 et seq. and the regulations implementing those provisions. Eligibility for relocation assistance shall be determined according to the provisions of Government Code Sections 7260 et seq., and the regulations implementing those provisions, except that the definition of "Displaced Person" contained in 25 Code of California Regulations section 6008, or any successor provision, shall be modified to

include Low Income Households and Very Low Income Households displaced as a result of Private Development Activity. The Low Income Households and Very Low Income Households which are owners of mobilehomes and rent space in mobilehome parks, and who are displaced as a result of Private Development Activity or Public Development Activity, shall be eligible for the relocation assistance specified under both Government Code Section 7263 and Government Code Section 7264.

5.3 Whenever an application is filed with Agency or Stanislaus County (the "County") for approval of Development Activity within the Two Subareas subject to a public hearing which would cause any Low Income Housing Unit or Very Low Income Housing Unit to be destroyed, rendered uninhabitable, or otherwise removed from the housing supply, the applicant shall be required at the time of filing such application to provide a list of names and addresses of the occupants of such housing units. At the time notice is given of the public hearing, the Agency, shall inform CRLA and the occupants in writing, of the proposed project and the time, date, and place of the hearing. The notice shall summarize the relocation rights of the occupants and shall provide the name, address and telephone number of the person to contact to answer questions or provide assistance regarding relocation eligibility requirements and procedures. Notices shall be in English, Spanish, Cambodian, Laotian, Hmong and in any other language determined necessary to adequately give notice to a majority of the occupants.

5.4 Whenever an application is filed with Agency or the County for approval of Development Activity within the Two Subareas not subject to a public hearing which would cause any Low Income Housing Unit or Very Low Income Housing Unit to be destroyed, rendered uninhabitable or otherwise removed from the housing supply, the applicant shall be required at the time of filing such application to provide a list of names and addresses of the occupants of such housing. No such Development Activity shall be approved unless the permitting authority, has given the notice required in Section 5.3 above (excluding the information concerning the date, time and place of a public hearing) no later than sixty (60) days prior to the date of approval.

6. Housing Set Aside

6.1 The Agency shall set aside, deposit into the Agency's Low and Moderate Income Housing Fund, and expend to increase, improve and expand the supply of housing available at Affordable Housing Cost to persons and families of very low, low and moderate income, and in conformity with this Agreement, at least twenty-five percent (25%) of the Gross Tax Increment Revenue generated from property within the Project Area (the "Housing Set-Aside"). For the purpose of calculating the Housing Set-Aside pursuant to this Section 6.1, Gross Tax Increment

Revenue shall mean all revenue allocated to the Agency pursuant to Health and Safety Code Section 33670 and shall include any such revenue paid to any taxing agency pursuant to Health and Safety Code Section 33401, whether paid by the Agency or by another public entity.

6.2 In the aggregate, the Housing Set-Aside shall be spent to improve and expand the supply of housing available at Affordable Rent or Affordable Ownership Cost for each of the following income groups in the following proportions: No less than 40% for units to be occupied by Low Income Households at Affordable Rent or Affordable Ownership Cost; and no less than 40% for units to be occupied by Very Low Income Households at Affordable Rent or Affordable Ownership Cost; provided, however, that if the targeting of Housing Set-Aside expenditure required by Health and Safety Code Section 33334.4 requires a greater percentage for Very Low Income Housing Units, or for Low Income Housing Units, such greater percentage shall apply.

6.3 The Agency shall use seventy-five percent (75%) of the Housing Set Aside to increase the net supply of housing units available at Affordable Rent or Affordable Housing Cost to Low Income Households and Very Low Income Households. The Agency shall not use the Housing Set-Aside to provide Replacement Dwelling Units or Relocation Assistance. The Agency shall use no more than ten percent (10%) of the Housing Set-Aside for expenditures authorized by Health and Safety Code Section 33334.2(e)(8). The Agency shall not use the Housing Set-Aside to pay for administrative or development fees to the County associated with the development of housing by any person or entity.

7. Reports.

7.1 Beginning on April 15, 1992, and continuing on every April 15 thereafter during the term of the Plan, Agency shall provide to CRLA a copy of all reports required by law for the preceding Agency fiscal year, including, but not limited to, the reports required by Health and Safety Code Section 33080.4 and 33418, and a statement of the estimated amount of funds to be placed in the Housing Set-Aside analyzed by the projected amount of expenditures to benefit Very Low Income Households, to benefit Low Income Households and to benefit Moderate Income Households during the five year period to be covered by the County Housing Element.

7.2 The report required of Agency by Health and Safety Code Section 33080.4 pertaining to a description of Agency's activities affecting housing and displacement, shall include the same information specified in Section 33080.4 for the housing and displacement activities resulting from Private Development Activity within all subareas.

8. Affordability and Occupancy Restrictions

8.1 Where Agency is required under Health and Safety code Section 33413 or Section 33334.3(e), this Agreement, or any other provision of law to restrict occupancy of housing to persons or families of very low, low or moderate income, as those terms are defined pursuant to Health and Safety Code section 50093, Agency shall ensure by deed, deed of trust, contract, declaration of restrictive covenants, condition of approval, or other appropriate restrictions that all such housing units will remain available for occupancy by persons or families within these respective income groups at the applicable affordable housing cost level for the longest feasible time, but in any event not less than forty (40) years. Agency shall verify compliance with these restrictions as required by Health and Safety Code Section 33418.

9. Effect of Agreement.

9.1 This Agreement is intended to impose upon the Agency obligations which exceed the minimum currently required by law. This Agreement shall not exempt the Agency from complying with any requirements of federal or California laws with respect to housing for persons and families with very low, low and moderate incomes that are imposed by existing law or any law hereafter enacted. This Agreement shall not exempt the Agency from complying with any requirements of federal or California laws with respect to mobilehome, mobilehome parks, recreational vehicles, commercial coaches or manufactured homes that are imposed by existing law or any law hereinafter enacted.

10. Mobilehomes.

10.1 Except as otherwise provided in this Agreement, any and all provisions, including, but not limited to those provisions providing for replacement housing and relocation, relating to rental or owner-occupied dwellings within the Project Area shall also appertain to rental or owner-occupied mobilehomes.

11. Annexation or Incorporation.

11.1 In the event that any portion of the Project Area is annexed to a city or a county other than the County, or is separately incorporated, the obligations of the Agency pursuant to this Agreement shall continue in full force and effect unless (i) the annexing or incorporating entity agrees to assume and assumes in writing all obligations of the Agency pursuant to this Agreement for the area being incorporated and annexed, and (ii) the Agency and the annexing or incorporating entity demonstrates, to the reasonable satisfaction of CRLA or other counsel for any of the Residents, that the annexing or incorporating entity is

capable, both financially and administratively, of meeting the obligations to be assumed.

12. Miscellaneous.

12.1 Enforceability. This Agreement may be enforced by any property owner or resident of any of the Four Subareas.

12.2 Consideration. The consideration for the obligations and covenants of Agency contained in this Agreement is the agreement by the Residents to release their claims against the Agency contesting the validity of the adoption of the Plan and the adequacy of the Environmental Impact Report on the Plan. The Agency acknowledges that this is good and sufficient consideration for each and every obligation and covenant of the Agency contained in this Agreement.

12.3 Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, agents, employees, servants, successors and assign.

12.4 Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the Parties in interest at the time of the modification.

12.5 Counterparts. This Agreement may be executed in counterparts by the Parties and will become effective and binding upon the Parties at such time as all of the signatories have signed a counterpart of this Agreement. All counterparts so executed shall constitute one agreement binding on all Parties notwithstanding that all Parties are not signatory to the original or the same counterpart. Each of the Parties shall sign a sufficient number of counterparts so that each Party will receive a fully executed original of this Agreement.

12.6 Caption and Interpretation. Paragraph titles or captions are inserted as a matter of convenience and for references, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this agreement is to be interpreted for or against any Part because that Party of his legal representative drafted such provision. This Agreement shall be deemed mutually drafted by the Parties.

12.7 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and may be modified only by written agreement by

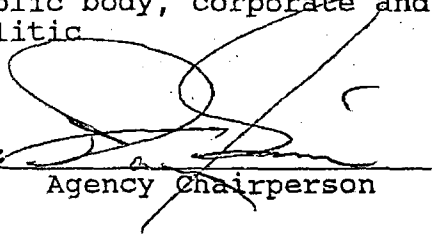
all Parties. This Agreement supersedes and replaces all prior negotiations and agreements, written or oral, proposed or final.

12.8 Further Assurances. The Parties hereby agree to execute such other documents or to take such other action as may reasonably be necessary to effectuate the purposes of this Agreement.

12.9 Voluntary Agreement. Each Party represents and declares that they have carefully read this Agreement and know the contents thereof and they signed the same freely and voluntarily. No party has relied upon any statement, representation or promise or any other party or of any of the attorneys or any other representative of the other Parties in executing this Agreement or making this settlement provided for herein, except for such representations as are expressing set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

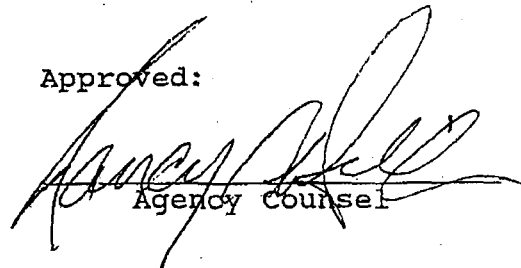
THE STANISLAUS COUNTY
REDEVELOPMENT AGENCY, a
public body, corporate and
politic

By: 
Agency Chairperson

Attest:

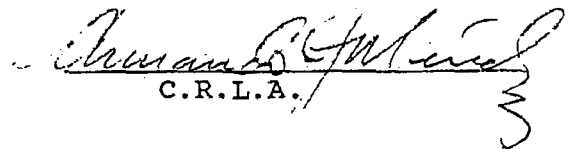

Patricia Armenta
Agency Secretary

Approved:

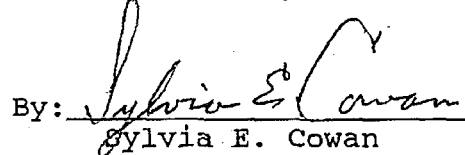

Agency Counsel

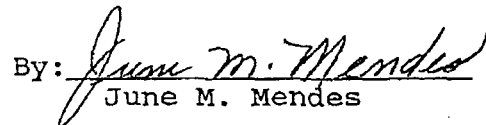
By: 
Diane Moyer

Approved:


C.R.L.A.

By: 
Roberta Northcutt

By: 
Sylvia E. Cowan

By: 
June M. Mendes

By: 
Andrew Barrington

By: Maria G Pulido
Maria Pulido

By: Alice Kay Ussery
Alice Kay Ussery

By: Richard A Furr Sr
Richard A. Furr, Sr.



CALIFORNIA RURAL LEGAL ASSISTANCE, Inc.

via overnight mail and email

January 12, 2012

MARYSVILLE OFFICE

511 D Street
Post Office Box 2600
Marysville, CA 95901
Telephone 530.742.7235
Fax 530.741.0854
ijacobs@crla.org

Ilene J. Jacobs
*Director of Litigation,
Advocacy & Training*
Also admitted in District of Columbia
and Maryland

CENTRAL OFFICE

631 Howard Street, Suite 300
San Francisco, CA 94105-3907
(415) 777-2752

José R. Padilla
Executive Director

Ralph Santiago Abascal

*General Counsel
(1934-1997)*

*Directors of Litigation,
Advocacy and Training*

Michael Meuter
in Salinas

William G. Hoerger

Ilene J. Jacobs
in Marysville

Cynthia Rice

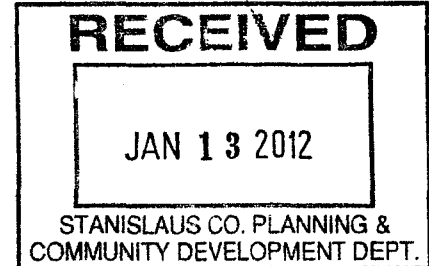
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✓ Kirk Ford

Director of Planning and Community Development
Executive Director of Redevelopment Agency
Stanislaus County
1010 10th Street, Suite 3400, 3rd Floor
Modesto, CA 95354

Board of Supervisors
Stanislaus County
1010 10th Street, Suite 6500/6700
Modesto, CA 95354



Re: ABX1 26 & ABX1 27, California Supreme Court decision
Demand Letter, Public Records Act Request and Hearing
Notification Request

Dear Mr. Ford and Stanislaus County Board of Supervisors:

Please be advised that our organization represents plaintiffs in the CCCI v. Modesto case and other low-income people in your jurisdiction. We are concerned about the affordable housing needs of lower-income residents due to the recent Supreme Court decision upholding redevelopment budget bill ABX1 26 and overturning ABX1 27. The requirements to prepare and adopt an Enforceable Obligations Payment Schedule and Recognized Obligation Payment Schedule remain intact and the deadlines are near for dissolution of the redevelopment agency.

The redevelopment agency and local government have a duty to preserve and protect the current and future stock of affordable housing and to implement obligations to support housing and infrastructure project commitments that have been made in signed settlement agreements and other enforceable agreements entered into by the redevelopment agency and/or the county.

Demand Regarding Enforceable Obligations and Recognized Obligation Payment Schedules

The redevelopment agency should have listed all Low and Moderate Income Housing Fund (LMIHF) amounts, deferred tax increment owed to the LMIHF, all possible debts and obligations owed to or by the LMIHF, and any other existing affordable housing obligations pursuant to its most recent Five-Year

Implementation Plan in its Enforceable Obligations and Recognized Obligation Payment Schedules.

The obligations imposed by the settlement agreement in CCCI v Modesto should have been listed and should be included in both the EOPS and the ROPS if not done when the schedule first was imposed by the budget bills ABX1 26 and ABX1 27. These amounts include the \$32 million and the \$4.5 million described in paragraph 4 of the settlement agreement approved by the County.

The amounts and obligations imposed by the enforceable agreement adopted by the Board of Supervisors and signed by the Board and California Rural Legal Assistance, Inc. on November 5, 1991, which includes among other obligations a 5% increase to the Housing Set Aside Fund, also should be included in the EOPS and ROPS.

Copies of both agreements are enclosed for your ease of reference.

Public Records Act Request & Public Hearing Notification

We request the following public records pursuant to the California Public Records Act. (Government Code §6250 *et seq.*) (A public record includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. (Govt. Code §6252(e).) Writing includes every means of recording upon any form of communication or representation. (Govt. Code §6252(g)). Please be aware that this request covers all electronic documents, including but not limited to e-mails, reports, spreadsheets and other documents not necessarily in paper form.)

We request an opportunity to inspect originals or copies, including but not limited to electronic copies of any records maintained in an electronic format, of the following public records, if applicable:

1. All redevelopment agency agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to ABX1 26 and/or the recent Supreme Court decision.
2. All redevelopment agency agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to the recent Supreme Court decision.
3. All redevelopment agency agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to any other redevelopment bill adopted on or after August 15, 2011.
4. All Stanislaus County agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to ABX1 26 and/or the recent Supreme Court decision.

5. All Stanislaus County agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to the recent Supreme Court decision.

6. All Stanislaus County agendas, staff reports, public hearing records, including but not limited to hearing minutes, involving any actions, activities or decisions taken, or to be taken, with regard to any other redevelopment bill adopted on or after August 15, 2011.

Please send the requested documents in electronic format as provided by Government Code section 6253.9 and prior to copying the documents not available in electronic form, we would like to review them to avoid duplication and identify those documents we wish to have copied.

We are a non-profit organization with limited resources. We represent lower income residents of Stanislaus County free of charge. We request that you waive any costs associated with this Public Records Act request and/or permit us to arrange for copying of relevant documents in order to reduce the cost of this request.

Thank you very much for your assistance and anticipated cooperation in this process. Please contact me if you have any questions regarding this request.

Very truly yours,



Ilene J. Jacobs
CRLA Director of Litigation, Advocacy & Training

cc: Brian P. Brosnahan, Partner
Kasowitz, Benson, Torres & Friedman LLP
Terrence J. Cassidy, Managing Shareholder
Porter | Scott, A Professional Corporation
Kristina M. Hall, Associate
Porter | Scott, A Professional Corporation
Phoebe Seaton, Attorney, CEI Program Director
California Rural Legal Assistance, Inc.
Christina Teixeira, Attorney
California Rural Legal Assistance, Inc.
S. Lynn Martinez, Managing Attorney/Senior Litigator
Western Center on Law and Poverty

Stanislaus County Redevelopment Agency (RDA)

Approval to Amend the Enforceable
Obligation Payment Schedule (EOPS)

Enforceable Obligation Payment Schedule (EOPS)

- ▶ RDA Adopted an EOPS on August 23, 2011. (August–December, 2011)
- ▶ December 29, 2011 Court decision finding the Dissolution Act (ABx1 26) to be constitutional included pushing back deadlines.
- ▶ January 31, 2012 is the new deadline for the RDA to amend the EOPS to reflect payments due after December, 2011. (January–June, 2012)

“Enforceable Obligations”

The EOPS must list all of the Agency’s “enforceable obligations”:

- Bonds and loans.
- Payments required by the Federal government, pre-existing obligations to the State.
- Obligations imposed by State law.
- Judgments, settlements or binding arbitration.
- Legally binding and enforceable agreements or contracts.
- Contracts or agreements necessary for the continued administration or operation of the agency.

PROPOSED AMENDMENTS

- ▶ Updated “totals” and “payments by month”.
- ▶ ABx1 27 “voluntary” payment removed.
- ▶ Pass-Through agreement payments removed.
- ▶ Employee salaries, retirement obligations, and operations expenses updated.
- ▶ Keyes Bond administration costs added.
- ▶ Administrative cost allowance provided under Dissolution Act added.
- ▶ LMI Housing Set Aside obligation reclassified.

Low- and Moderate- Income (LMI) Housing Set Aside Fund

- ▶ RDA's Project No. 1 has a 25% LMI housing set-aside requirement.
 - 20% as required by California Redevelopment Law (CRL), and
 - 5% extra as required by a 1991 Agreement with the California Rural Legal Assistance (CRLA).
- ▶ CRL requirement does not apply under the Dissolution Act, but 1991 CRLA agreement is an "enforceable obligation".
 - Extra 5% is still valid and enforceable until June, 2032.

CRLA LETTER

January 13, 2012

- ▶ Suggests amended EOPS include “enforceable obligations” of \$4.5 and \$32 million pursuant to a 2011 settlement agreement between Stanislaus County and the Community Concerning Community Improvement (CCCI)
 - Agreement committed County and RDA staff to recommend approval of a funding plan using RDA funds to design and construct the Parklawn and Airport Neighborhood sewer projects.

“Enforceable Obligations”

as defined by AB x1 26

- ▶ “Enforceable Obligations” do not include agreements between the RDA and its Sponsoring Community entered into after January 1, 2011.
 - \$32 million Public Works Infrastructure Agreement
- ▶ “Enforceable Obligations” do include judgments or settlements.
 - Stanislaus County and CCCI settlement agreement; however, the RDA was not directly a part of the settlement.
- ▶ Public Works Infrastructure Agreement remains listed on EOPS as “other obligation”.

Enforceable Obligation Payment Schedule (EOPS)

- ▶ After Dissolution, the RDA's Successor Agency is permitted to only make payments listed on the EOPS.
- ▶ The EOPS will be delivered to the Successor Agency as a draft Recognized Obligation Payment Schedule (ROPS).
- ▶ Successor Agency's Oversight Board will need to adopt a ROPS prior to April 15, 2012.
- ▶ After May 1, 2012, the Successor Agency may only make payments listed on the ROPS.

STAFF RECOMMENDATIONS

AMENDED EOPS

1. Adopt the proposed amended EOPS in compliance with AB x1 26.
2. Direct the Executive Director to take all actions required by AB x1 26 including, but not limited to, posting the amended EOPS on the Agency's website, and transmitting the EOPS to the County Auditor–Controller, the State Controller, and the State Department of Finance.

STAFF RECOMMENDATIONS

AMENDED EOPS

3. Reserve the right, in the event of future legislation or litigation, to modify, rescind, or alter this action, in whole or in part, or to take further action as may be required or desired to address such legislation or litigation.