

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

DEPT: Public Works *AKM*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE December 16, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Deferred Improvement Agreement with City of Patterson for the Patterson Yard

STAFF RECOMMENDATIONS:

Authorize the Director of Public Works to Sign a Deferred Improvement Agreement with City of Patterson for the Patterson Yard.

FISCAL IMPACT:

There is no fiscal impact to the General Fund associated with the approval of the Deferred Improvement Agreement with City of Patterson. At the time the City of Patterson requires the improvements, costs will come from Roads Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-856

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: District Two vacant

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: *Christine Ferraro*
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Director of Public Works to Sign a Deferred Improvement Agreement with City of Patterson for the Patterson Yard

DISCUSSION:

The deferred improvement agreement allows the County to defer construction of sidewalk improvements adjacent to the Patterson Yard within the City of Patterson until written notice is provided by the City. The agreement spells out the duties and obligations between Stanislaus County and City of Patterson relative to the Patterson Yard. The neighborhood around the Patterson Yard does not currently have sidewalks and sidewalks are not anticipated in this area in the near future.

The future sidewalk will be 10 feet wide and approximately 3 ½ inches in depth. The frontage of the property is 280 feet long. The estimated cost of this project in 2008 is \$25,000.

In summary, the Deferred Improvement Agreement specifies:

1. City of Patterson's consent to the deferment;
2. Completion deadline when the notification is made; and
3. When the notification will be made.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

RM:sr
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RECORDED AT REQUEST OF:

Public Works Department
City of Patterson

WHEN RECORDED RETURN TO:

- Maricela Vela
- City Clerk's Office
- P.O. Box 667
- Patterson, CA 95363
- (209) 895-8014

Space Above This Line For Recorder's Use

City of Patterson
Public Works Department

303 S. First Street
Name of Street

Patterson, California
Name of Town or Post Office

DEFERRED IMPROVEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20___, by and between the **CITY OF PATTERSON**, hereinafter called "CITY", and **STANISLAUS COUNTY, DEPARTMENT OF PUBLIC WORKS**, hereinafter called "OWNER".

WITNESSETH

WHEREAS, application has been made by **OWNER** for a building permit requiring the site improvement of:

303 S. First Street Name of Street(s)
Patterson Name of Town

In accordance with the Ordinance Code of Stanislaus County; and

WHEREAS, The Ordinance Code of the City of Patterson authorizes the execution of an Agreement in lieu of immediate installation of such improvements.

NOW, THEREFORE, it may mutually agree as follows:

1. The **OWNER** may defer construction of the sidewalk improvements indefinitely until written notification has been issued by the **CITY**. Upon notification and at the **OWNER**'s cost and expense, the sidewalk improvements shall be constructed or installed as described herein and in accordance with applicable City of Patterson Standard Specifications. Such improvements shall consist of concrete sidewalks, landscape irrigation and planting, utilities, and additional construction as needed to conform to the neighboring properties as described below and area development plans approved by the **CITY**.

Upon receiving notice from the **CITY**, the **OWNER** shall complete the project within **120** days.

2. The **CITY** may issue notification if one or more of the adjacent properties, as described below, is being or has been constructed, or if any plan and/or ordinance adopted by the **CITY** would require said improvements to be installed.
3. That upon the satisfactory completion of the obligation, the **CITY** shall provide the **OWNER** a release and satisfaction exonerating the Agreement.
4. That each and every one of the provisions of this Agreement herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had herein been expressly named.
5. That the property herein referred to is owned by the **OWNER** and is the property described below.

IN WITNESS WHEREOF, the **CITY** and **OWNER** have executed the Agreement the day and year first above written.

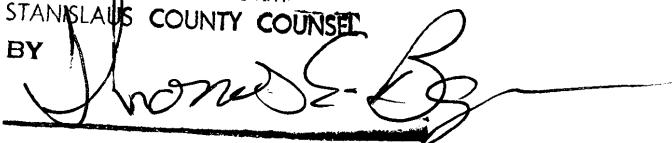
OWNER:

CITY OF PATTERSON:

 Matt Machado
 Deputy Director of Engineering and Operations

 Mike Willett
 Director of Public Works

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY



COPY

DESCRIPTION:

Site in Reference:

Parcel 131-004-001, as shown on the Parcel Map, Stanislaus County Records

Site in Reference, Adjacent North

Parcel 131-003-011, as shown on the Parcel Map, Stanislaus County Records

Site in Reference, Adjacent South

Parcel 131-004-002, as shown on the Parcel Map, Stanislaus County Records

State of California

County of **Stanislaus** } ss.

On _____ before me, _____, personally appeared, _____, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary Public