

PLACER COUNTY
REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Members of the Redevelopment Agency Board
FROM: Thomas M. Miller, Director
James LoBue, Deputy Director
DATE: July 12, 2011
SUBJECT: Authorize the Redevelopment Deputy Director to Sign Multiple Documents for the Highway 49 Streetscape Project

ACTION REQUESTED

Adopt a resolution authorizing the Redevelopment Deputy Director to sign documents related to implementation of the Highway 49 Streetscape project to include, but not limited to, property right-of-entry agreements, applications, other agreements, and permits.

BACKGROUND

In 2009, the Redevelopment Agency (Agency) Board approved a Master Plan for streetscape improvements in the Highway 49 corridor of the North Auburn Redevelopment Project Area. At that time, the Agency also began design of a first phase of improvements. The Agency has now finalized the design for the Phase I project utilizing Bennett Engineering. Final plans include new sidewalks, landscape, curb and gutter, a prefabricated pedestrian bridge, and retaining walls (hardscape) as needed on the east side of Highway 49 between New Airport Road and Education Street.

The Agency has worked with various adjacent property owners affected by the proposed Highway 49 Streetscape project. In a separate action on this Board agenda, the permanent easements and landscape maintenance agreements are being authorized for signature by the Placer County Director of Public Works. The need for temporary utilization of certain privately-owned areas will occur during construction and the Agency has negotiated Right-of-Entry Agreements with the property owners to cover these areas. Authorization for the Deputy Director of Redevelopment to sign these agreements is being requested in this action. In addition, there are utility companies, governmental agencies, and County related applications, permits, and agreements requiring signature by a designated representative to implement the streetscape project. It is proposed that the Deputy Director of Redevelopment be designated as the representative for processing the requests and executing the necessary project related documents.

ENVIRONMENTAL

A Mitigated Negative Declaration was prepared in compliance with the California Environmental Quality Act for the Phase I project and was adopted by the Agency Board on July 13, 2010. The Notice of Determination was posted July 21, 2010. The Agency also undertook review pursuant to the National Environmental Policy Act which resulted in a determination of Categorically Excluded and the review was certified by the Agency on May 17, 2010.

FISCAL IMPACT

The proposed action is administrative and has no financial impact. Phase I costs will be financed with already budgeted tax increment and tax allocation bond proceeds from the North Auburn Redevelopment Project Area.

Attachment: Map
Resolution
Sample Right of Entry Agreement on file with The Clerk of the Board's Office.

cc: Karin Schwab, Agency Counsel

**Before the Placer County
Redevelopment Agency Board of Directors
County of Placer, State of California**

In the matter of:

Authorizing the Redevelopment Deputy Director to sign documents related to implementation of the Highway 49 Streetscape project to include, but not limited to, property right-of-entry agreements, applications, other agreements, and permits

Resol. No:.....

Ord. No:.....

First Reading:

The following Resolution was duly passed by the Redevelopment Agency Board of the County of Placer at a regular meeting held _____,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

**Attest:
Clerk of said Board**

Chair, Agency Board

WHEREAS, the Redevelopment Plan for the North Auburn Redevelopment Project Area (Project Area) was adopted by the Placer County Board of Supervisors on June 24, 1997 by Ordinance No. 4832-B and as subsequently amended from time to time;

WHEREAS, the Redevelopment Agency (Agency) is responsible for administering the Redevelopment Plan to effectuate redevelopment efforts within the Project Area;

WHEREAS, the Agency Board has determined the proposed Highway 49 Streetscape Master Plan would contribute to the Agency's achievement of the redevelopment goals including the removal of blight, improvement of substandard infrastructure, and support for the local business community;

WHEREAS, without redevelopment assistance, the proposed improvements would not occur or be significantly delayed;

WHEREAS, Right-of-Entry Agreements between the Agency and private property owners are proposed to allow the Agency access to certain areas during construction;

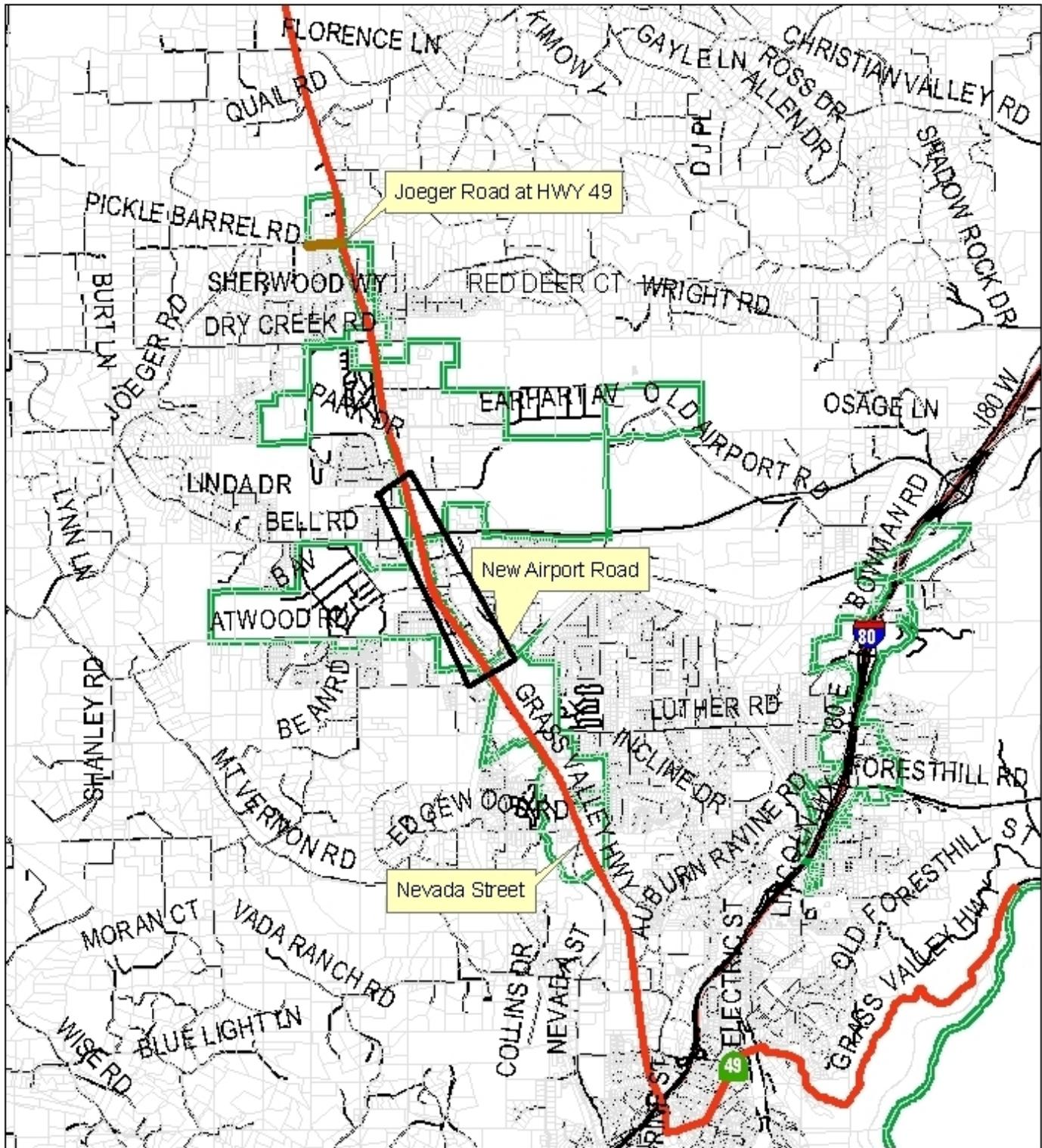
WHEREAS, Right-of-Entry documents are required to begin construction of the State Highway 49 Streetscape improvements;

WHEREAS, certain applications, agreements, and permits are needed in order to commence construction and meet governmental policies; and

WHEREAS, in compliance with the California Environmental Quality Act, on July 13, 2010, Placer County prepared and adopted a Mitigated Negative Declaration for the proposed physical improvements of the project. The Notice of Determination was posted July 21, 2010. A review under the National Environmental Policy Act resulted in a determination of Categorically Excluded was certified May 17, 2010.

NOW, THEREFORE, BE IT RESOLVED that the Deputy Director of Redevelopment is authorized to execute Right-of-Entry Agreements, applications, other agreements, and permits for the Highway 49 Streetscape Improvements Phase I project.

BE IT FURTHER RESOLVED, by the Agency Board that this Resolution shall become effective immediately upon adoption.



Phase 1

Highway 49 Streetscape Project
Master Plan Boundaries
Joeger Road to Nevada Street
Phase 1 of Project
Education Street to New Airport Road



RIGHT OF ENTRY

This Right of Entry Agreement is executed by and between _____, a _____ (“**Grantor**”) and the Placer County Redevelopment Agency, a public body, corporate, and politic (“**Agency**”). The Owner and the Agency are hereafter referred to collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Grantor owns that certain real property situate in the unincorporated area of Placer, State of California, known as Placer County Assessor’s Parcel No. _____ (“**Property**”); and

WHEREAS, Agency desires to a Right of Entry over said Property for purposes of temporary staging of equipment, materials and vehicles during the Highway 49 Streetscape project construction (“**Project Construction**”); and

WHEREAS, Grantor agrees to grant a Right of Entry to the Agency for such purposes and based on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. GRANT AND USE OF RIGHT OF ENTRY

Grantor hereby grants the Agency a Right of Entry over the Property as legally described and depicted on Exhibits “A” and “B” hereto. Said Right of Entry will allow the Agency and/or its contractor to stage construction equipment, vehicles and/or materials needed for the Project Construction. It will also allow the Agency and/or its contractor and sub-contractors to temporarily park their vehicles or stage material delivery trucks within the area depicted in Exhibit “B”. Agency will ensure that while it or its contractor are exercising this Right of Entry that it will be secured by way of barriers or ropes to prevent access to the Property by the general public during the Term.

2. TERM

This Agreement shall become effective on the date of the last signatory thereto and shall terminate on December 31, 2011, or at such time as the Agency no longer has any need to use the Property for Project Construction, whichever occurs earlier.

3. NOTICE OF ENTRY AND TERMINATION

The Agency will give ten (10) calendar days written notice before entering the Property to exercise this Right of Entry. The Agency will give two (2) calendar days written notice of termination of this Agreement.

4. DAMAGES TO PROPERTY

Agency or its Contractor shall take all reasonable precautions to avoid damage to the Property,

and upon termination of this Agreement, shall assure the return of the Property its condition prior to the beginning of the Project Construction work.

IN WITNESS WHEREOF, the Parties have executed this Right of Entry Agreement as of the date set forth below.

AGENCY

PLACER COUNTY REDEVELOPMENT AGENCY

By: _____

Name: _____
Jim LoBue, Deputy Director Redevelopment

Date: _____

OWNER

_____, a California _____

By: _____

Print Name: _____

Title: _____

Date: _____

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA)

COUNTY OF PLACER)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF PLACER)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

LEGAL DESCRIPTION

Exhibit B

DEPICTION OF RIGHT OF ENTRY AREA