

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

DISSOLUTION OF COUNTY SERVICE AREA SEVENTEEN (CSA #17) AND ASSUMPTION OF STREET LIGHT MAINTENANCE RESPONSIBILITIES BY THE TOWN OF APPLE VALLEY

Summary Statement:

I have been working with the Administrative Office of the County of San Bernardino to dissolve CSA 17, with the Town assuming maintenance responsibility for the existing street lighting and maintenance district. The District has a fund balance of just over \$1 million, which would be transferred to the Town upon the entering of an appropriate agreement and the successful dissolution of CSA 17.

Because additional legal research was required when this matter first came before the Council, this matter was continued to the Town Council's May 12th regular meeting. At the May 12th meeting, the matter was once again continued. The legal research noted above has been completed and language has been added to the attached agreement that ensures the Town will receive the annual property tax share that currently accrues to the County of San Bernardino for street light maintenance purposes. In addition, the agreement requires the County to require all future development in the Town of Apple Valley Sphere of Influence to annex into the street lighting district for maintenance purposes. Approval and adoption of the attached agreement will allow me to forward a signed copy of the agreement to the County for future Board of Supervisors consideration.

Assuming the County approves and adopts the attached agreement, the Town will assume the maintenance of the subject street lights as called for in the attached agreement. Based upon the foregoing, I recommend adoption of the form motion.

Recommended Action:

That the Mayor and Town Council approve and adopt the attached agreement between Town and the County of San Bernardino, which provides for the dissolution of County Service Area 17 and the assumption by Town of the street lighting and maintenance function, and authorize the Town Manager to execute the attached agreement.

Proposed by: Frank Robinson, Town Manager

Item Number _____

T. M. Approval: _____

Budgeted Item Yes No N/A

FOR OFFICIAL USE ONLY

IF ENTITY HAS SEAL

INSERT HERE

**BOARD-GOVERNED
COUNTY SERVICE AREAS**

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code			Dept.	Contract Number	
<input type="checkbox"/> Change	SC			A		
<input type="checkbox"/> Cancel						
Special Districts Department INSERT HERE				Dept.	Orgn.	Contractor's License No.
County Service Area 17						
Contract Representative				Telephone		Total Contract Amount
Jeff Rigney, Director				(909)387-5967		\$ 0
Contract Type						
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other: Streetlight Transfer
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount
					\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SFV	185					\$ 0
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name				Estimated Payment Total by Fiscal Year		
Agreement between County (on behalf of CSA 17) and Town of Apple Valley regarding transfer of streetlighting responsibilities to Town upon dissolution of CSA 17						
_____				FY	Amount	I/D
_____				_____	_____	_____
_____				_____	_____	_____
_____				_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, on behalf of County Service Area 17, hereinafter called County and CSA 17 respectively, and

Name
Town of Apple Valley

hereinafter called TOWN

Address
14955 Dale Evans Parkway

Apple Valley, CA 92307

Telephone (760) 240 - 7000 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the Board of Supervisors, acting as the governing body of County Service Area No. 17 (hereinafter "CSA 17"), is initiating an application to the County Local Agency Formation Commission (hereinafter "LAFCO") to

dissolve CSA 17 and transfer responsibility for operation and maintenance of street lights currently served by the district to the Town of Apple Valley (hereinafter "TOWN"), and

WHEREAS, the TOWN is agreeable to assuming liability for the operation and maintenance of street lights currently served by CSA 17 and areas within the TOWN's unincorporated Sphere of Influence in consideration of transferring CSA 17's budgetary fund balance and annual and future property tax share at the time of dissolution in order to fund these street lighting services, and

WHEREAS, CSA 17 and the TOWN are desirous of outlining the arrangement for transfer of CSA 17's street lighting responsibilities to the TOWN in an agreement to be included as an attachment to the CSA's application for dissolution to LAFCO, and

WHEREAS, COUNTY and the TOWN desire to enter into an out-of-area service agreement for the Town's provision of street lighting services outside of its jurisdictional boundaries,

NOW, THEREFORE, BE IT RESOLVED, that COUNTY, CSA 17 and the TOWN, as parties to this agreement, hereby agree to the following provisions:

1. COUNTY RESPONSIBILITIES UPON DISSOLUTION OF CSA 17

- A. COUNTY for CSA 17 will transfer all budgetary information, title to street lights and other physical assets, payables, revenue accruals, and records to TOWN for administration and operation of the program.
- B. COUNTY for CSA 17 will transfer the existing residual cash balance to TOWN in coordination with TOWN within thirty (30) days of dissolution.
- C. COUNTY for CSA 17 agrees to transfer of the current and future annual property tax share and increment received for street lighting services to TOWN for future administration of services per this agreement. This will be accomplished through the property tax transfer process set forth in California Revenue and Taxation Code Section 99.
- D. COUNTY agrees to provide consultative services to TOWN as needed on matters involving administration of the programs previously provided by CSA 17, at no cost for a period of six (6) months from dissolution, to help ensure a smooth transition of administrative responsibilities.
- E. County agrees to require all new development within the TOWN's unincorporated Sphere of Influence to annex into any assessment district or other funding mechanism formed by the TOWN or COUNTY to fund the provision of street lighting services within the TOWN's unincorporated Sphere of Influence.
- F. The County Administrative Office (Public and Support Services Administration) shall be designated as COUNTY representative to act on behalf of COUNTY.

2. TOWN RESPONSIBILITIES UPON DISSOLUTION

- A. TOWN will immediately assume responsibility for ensuring that all existing street lights operated by CSA 17 are continued to be maintained and operated at the same or higher service level as previously provided for by CSA 17 until such time as TOWN determines they are no longer needed or desired by the community.
- B. TOWN will use the monies specified by Paragraph 1.B. and 1.C. under this agreement to provide street lighting services to the areas formerly served by CSA 17 and additionally all areas within the

TOWN's unincorporated Sphere of Influence as may be necessary in the future that are not funded by some other financing mechanism (i.e. homeowner associations or Mello Roos Districts).

C. TOWN agrees to provide administration for all aspects of the street lights formerly overseen by CSA 17, and for all future street lighting operations in its unincorporated Sphere of Influence, provided that COUNTY shall transfer to TOWN all revenue generated by any financing mechanism (including but not limited to homeowner association assessments, community facilities district [Mello-Roos District] assessments, benefit assessments, and special taxes) which has been collected by COUNTY to fund street lighting operations in such areas.

3. **OUT-OF-AREA SERVICE AGREEMENT**

This agreement is and shall be considered an out-of-area service agreement permitting the TOWN to provide street lighting services in its unincorporated Sphere of Influence pursuant to Government Code section 56133.

4. **EFFECTIVE DATE**

This agreement shall become effective upon the date of issuance of the Certificate of Completion for the dissolution of CSA 17, as approved by LAFCO.

COUNTY OF SAN BERNARDINO

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

COUNTY SERVICE AREA 17

Gary C. Ovitt, Chairman, Board of Supervisors
Dated: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena M. Smith, Clerk of the Board

By _____
Deputy

TOWN OF APPLE VALLEY

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

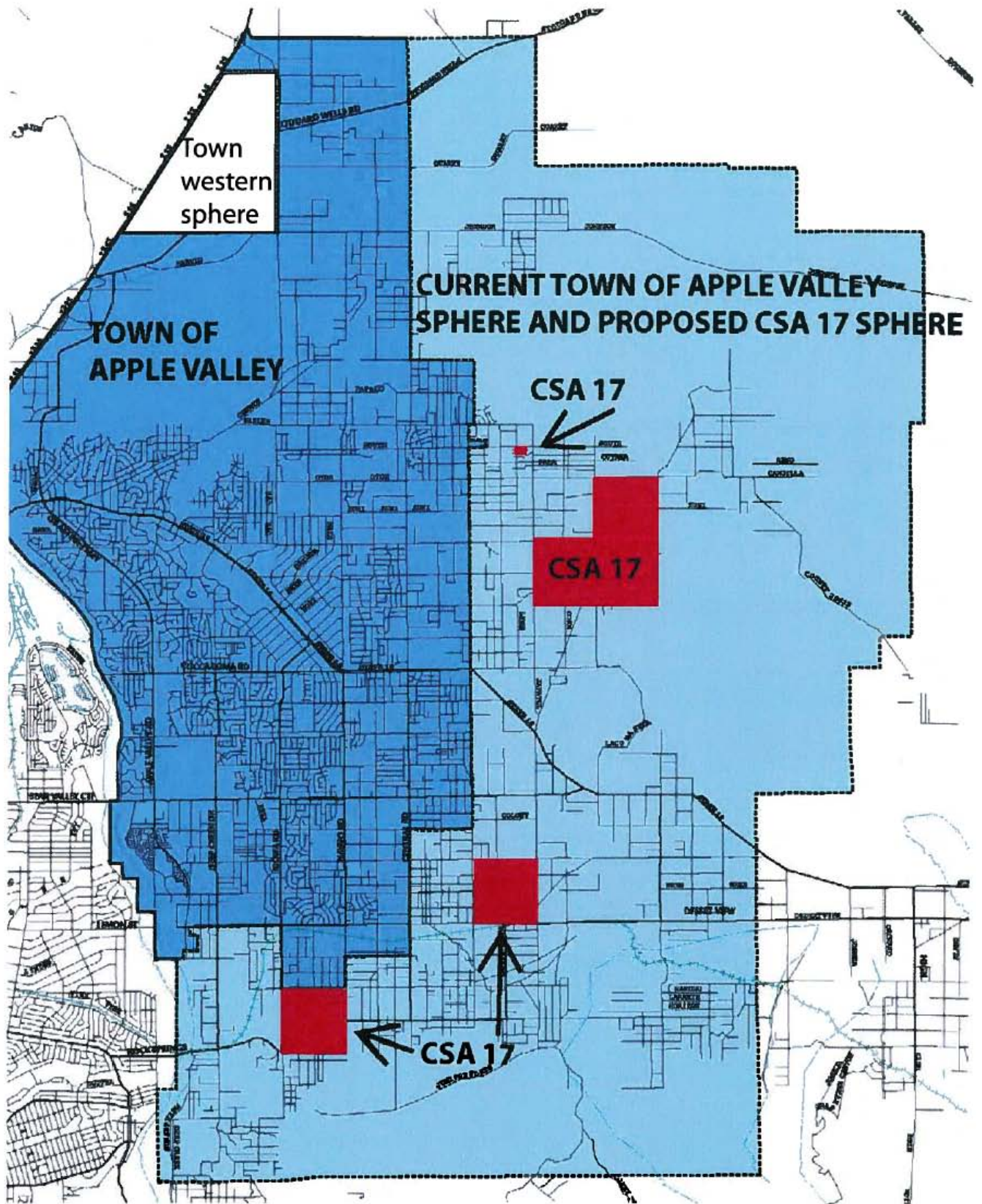
Title _____
(Print or Type)

Address: 14955 Dale Evans Parkway
Apple Valley, CA 92307

Approved as to Legal Form
► _____
Counsel
Date _____
Rev 080307

Reviewed by Contract Compliance
► _____
Date _____

Presented to Board for Signature
► _____
Date _____



LAFCO 3018 - Proposed Sphere of Influence Expansion for County Service Area 17, to be coterminous with the Town of Apple Valley's unincorporated sphere except for the Town's western sphere area

