

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE January 31, 2012

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto.
2. Authorize the Chief Executive Officer to execute the Shackelford Annexation Property Tax Revenue Exchange Agreement.
3. Authorize the Chief Executive Officer to negotiate and execute the Shackelford Landscape and Lighting District Transfer Agreement with the City of Modesto substantially in the form attached.

(Continued on Page 2)

FISCAL IMPACT:

Per the Shackelford Annexation Property Tax Revenue Exchange Agreement, the City of Modesto will receive 50 percent of the Stanislaus County share of property tax including the base year amount from the Annexation Area, and the City will receive the base year tax and the annual tax increments attributable to detached or dissolved special districts within the Annexation Area. Stanislaus County will receive all of the County share of property tax including the base year amount from the Annexation Area remaining after the allocation of the City's share. The Stanislaus County Redevelopment Agency will receive and retain

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-040

On motion of Supervisor Withdraw, Seconded by Supervisor De Martini
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, 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. C-6-J-4, DL-36-4

Approval of the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto and Related Actions

STAFF RECOMMENDATIONS: (Continued)

4. Direct Chief Executive Office to commence the process to amend the bylaws of the South Modesto Municipal Advisory Council boundaries and detach the Shackelford Annexation Area, upon approval by Local Agency Formation Commission of the Shackelford Annexation.

FISCAL IMPACT: (Continued)

property tax increment from the Annexation Area until the Agency (or a successor agency) ceases to exist and all existing debt is paid.

The area being annexed generates \$250,391.23 of ad valorem property tax. The Stanislaus County general share of that after the Educational Revenue Augmentation Funds (ERAF) contribution is \$23,195.05. Per the Property Tax Revenue Exchange Agreement for this area, the base and increment would be split 50/50 and the County would give up \$11,597.52 to the City of Modesto. Due to the differing rates of the ERAF contribution, the City of Modesto would gain \$20,826.91. This reduction in property tax revenue for Stanislaus County will be offset by the reduced services (e.g., public safety, code enforcement, sewer, storm water, trash collection) to this area that will become the responsibility of the City of Modesto.

DISCUSSION:

Background

The Shackelford Annexation Area is generally located south of State Route 99, west of the Union Pacific Railroad, north of Hatch Road, and east of Crows Landing Road in the unincorporated South Modesto. Most properties along Crows Landing Road are developed with small-scale commercial establishments. The remainder of the area is primarily developed with residences. Turlock Irrigation District No. 1 parallels Hatch Road along the full extent of the southern boundary of the Annexation Area. The Shackelford Elementary School site is already in the City of Modesto limits.

Development near the Annexation Area is comprised of commercial development along Crows Landing Road, with industrial development to the north, as well as near the Union Pacific Railroad line to the east. In 2003, and following execution of an infrastructure improvement agreement between Stanislaus County and the City of Modesto, extension sewer service (Measure M) to the Shackelford area was placed on the ballot and received an affirmative vote.

Approval of the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto and Related Actions

The Annexation Area is part of the former Del Este Water System, which is owned and operated by the City of Modesto. The entire Annexation Area was served by individual septic systems until City sewer lines were extended to the area in 2006 in anticipation of annexation. The area receives fire protection service from the Industrial Fire Protection District and police services from the Stanislaus County Sheriff's Department. Storm water is collected by a percolation basin, in the northwest corner of the area, along the south side of Pecos Avenue. The Annexation Area also is served by the Shackelford Landscape and Lighting District established in June of 1999. The Shackelford Annexation Area is also represented by the South Modesto Municipal Advisory Council that advises the Stanislaus County Board of Supervisors in the areas of public safety, health, infrastructure, etc.

The Shackelford Annexation Area comprises approximately 153 acres including 496 lots with both residential and commercial development within the City's Sphere of Influence. The estimated population of the Annexation Area is 1,447 and as of August, 2011, 323 properties have sewer connections made possible by the successful completion of the Shackelford Improvement Project.

Shackelford Improvement Project and Additional Repairs

In 2004, Stanislaus County completed the Shackelford Improvement Project at an approximate cost of \$9,000,000 funded from redevelopment, tobacco tax and road funds. The project included the installation of curb, gutter, new street section and storm drain within the Annexation Area. Sanitary sewer infrastructure was also included (mains and laterals). Stanislaus County was also able to complete the installation of sidewalks throughout Shackelford neighborhood and near and around Shackelford Elementary School by obtaining a \$600,000 Safe Routes to School grant through the Federal program. In 2006, the entire Annexation Area served by individual septic systems was extended City service in anticipation of annexation. Stanislaus County Community Development Block Grant funds were used to assist low-income households with the sewer connections through a post construction program administered by the Stanislaus County Housing Authority.

Following the completion of the project and the institution of the Shackelford Sewer Connection Program, which was only available a few years due to limited resources, County and City staff began the initial process of pursuing annexation for the area consistent with the executed public improvement agreement. The public improvement agreement addressed areas such as streets, curbs, gutters, sidewalks, streetlights, and storm drainage. During a 2010 evaluation of infrastructure, the City identified general wear and tear and other repairs above and beyond the original public improvement agreement. Stanislaus County completed a majority of the general wear and tear repairs with the exception of the City's noted deficiencies in the storm drain system. The Department of Public Works for both entities met in early 2011 and it was agreed that Stanislaus County would provide the funding for the City of Modesto to conduct the additional repairs to the storm drain system. In June of 2011, the Stanislaus County Redevelopment Agency provided the City of Modesto with funding of \$115,500 to address this final item. Shortly thereafter, the City of Modesto began the proceedings for annexation of the Shackelford area.

Approval of the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto and Related Actions

Shackelford Annexation Proceedings

On November 19, 2011, the Modesto City Council approved City staff's recommendation to make the necessary findings under the Modesto Urban General Plan for the Shackelford Annexation and related actions. In addition, the City Council approved the filing of an application with the Local Agency Formation Commission (LAFCO) to annex the Shackelford area, inclusion of the area within Modesto Sewer District No. 1, and a Tax Sharing Agreement with Stanislaus County. According to City policy, all properties within the Shackelford area must connect to sewer within five years of annexation. The Industrial Fire Protection District will remain intact and continue to serve the Shackelford area through a current agreement with the City of Modesto and City of Ceres Fire Departments. The Shackelford Annexation application is scheduled to be considered by LAFCO during their regular meeting on February 22, 2012.

Property Tax Revenue Exchange Agreement

The Shackelford Annexation Property Tax Revenue Exchange Agreement is a product of negotiations between Stanislaus County and City of Modesto administration staff and their respective legal counsels. The components of the agreement are consistent with those in place for other such annexations. The agreement is structured to be executed by the Stanislaus County Chief Executive Officer and the City of Modesto City Manager. The agreement will further serve as a template for future annexation projects between Stanislaus County and relevant city jurisdictions for unincorporated areas or islands.

Other Related Actions

Shackelford Landscape and Lighting District

The Shackelford Landscape and Lighting District, established in 1999, provides street lighting to the neighborhood in South Modesto. The assessment for Fiscal Year 2011-2012 was \$49.36 per parcel, a decrease of \$2.72 (5%) from the previous year's assessment of \$52.08. The estimated fund balance as of June 30, 2011 was \$7,418.

The Shackelford Landscape and Lighting District is entirely within the Annexation Area. The Shackelford Annexation will result in the transfer of administration and management of this District from Stanislaus County to the City of Modesto. The Stanislaus County Department of Public Works currently provides oversight of this District. The Shackelford Landscape and Lighting District Transfer Agreement transfers the responsibility of the District to the City of Modesto.

Approval of the Shackelford Annexation Property Tax Revenue Exchange Agreement with the City of Modesto and Related Actions

South Modesto Municipal Advisory Council

The South Modesto Municipal Advisory Council (MAC), established on May 16, 2006, is an advisory council of the Stanislaus County Board of Supervisors. The South Modesto MAC advises the Board on matters of public health, welfare, safety, planning, and public works and other such matters as the Board may designate which effect the territory and inhabitants of South Modesto. The South Modesto MAC is an elected body comprised of five residents from the approved territorial boundaries. The current South Modesto MAC encompasses the unincorporated area of South Modesto and consists of neighborhoods commonly known as Bret Harte, Shackelford, Parklawn/Olympic Tract and North Ceres.

The Shackelford Annexation will result in properties, and residents, of that area becoming part of the City of Modesto. As such, it will be necessary to amend the South Modesto MAC boundaries to reflect this change. The South Modesto MAC is well aware of efforts to annex the Shackelford neighborhood to the City of Modesto based on past discussions with County and City staff at their meetings. Amendment of the South Modesto MAC bylaws will occur over two regular meetings after the annexation has been formally approved by LAFCO. Formal amendment of the bylaws requires final approval by the Board of Supervisors. The Chief Executive Office will work with the South Modesto MAC to amend the bylaws following current procedures and protocols and to ensure effective communication with the MAC and the communities it represents.

POLICY ISSUES:

This action is consistent with the Board's priorities of striving for A Well Planned Infrastructure System and Effective Partnerships. The Shackelford area effort is part of County's strategy to make improvements to unincorporated islands in close proximity to city jurisdictions to promote annexation.

STAFFING IMPACT:

The Chief Executive Office, Office of County Counsel, Departments of Planning and Community Development, Public Works and Stanislaus County Redevelopment Agency have worked in partnership with the City of Modesto on the Shackelford Annexation. The Auditor-Controller will have oversight of the exchange of the subject property tax revenue per the agreement.

CONTACT PERSONS:

Monica Nino, Chief Executive Officer, 209-525-6333
John Doering, County Counsel, 209-525-6376

**SHACKELFORD ANNEXATION
PROPERTY TAX REVENUE EXCHANGE AGREEMENT**

This Shackelford Property Tax Exchange Agreement ("Agreement") is made and executed on January 31, 2012, by and between the County of Stanislaus, a political subdivision of the State of California ("County") and the City of Modesto, a municipal corporation of the State of California ("City").

RECITALS

A. The City has filed an application with the Stanislaus County Local Agency Formation Commission requesting its approval of annexation of approximately 153 acres of real property to the City, more particularly described in Exhibit A (the "Shackelford Annexation").

B. Section 99 of the Revenue and Taxation Code requires a city seeking to annex property to its incorporated territory and a county affected by such annexation to agree upon an exchange of property taxes which are derived from the annexed territory and available to the county and city following annexation of the property to the incorporated territory of the City.

C. The County and the City entered into an Agreement, also known and referred to as the Master Property Tax Sharing Agreement, effective April 9, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization.

E. Section Seven of the Master Property Tax Sharing Agreement, as amended May 26, 2006 (Amendment No. 2), provides:

"For annexations affecting an entire unincorporated island, the annexing City shall receive 34% of the County's share of property tax including the base year amount or as otherwise separately negotiated. The City shall receive the base year tax and annual tax increments attributable to detached or dissolved special districts."

D. County and City desire to separately negotiate property tax revenue sharing for the Shackelford Annexation, and have negotiated and have reached an understanding as to a rate of exchange of property tax revenues to be made pursuant to Section 99 of the Revenue and Taxation Code in connection with the Shackelford Annexation to the City.

E. County and City agree to the transfer of property tax revenue upon completion of the Shackelford Annexation as set forth in this Agreement.

AGREEMENT

Section 1. Definitions.

(a) "Annexation Area" means that portion of the unincorporated area of the County known as the Shackelford Annexation, as delineated in Stanislaus County Local Agency Formation Commission ("LAFCO") Application No. 2011-07 the annexation of which to the City is subsequently approved and completed by LAFCO as provided in the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (Government Code, §56000 et seq.).

(b) "Annexation Date" means the date specified by the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 as the effective date of the Shackelford Annexation.

Section 2. General Purpose of Agreement. The general purpose of this Agreement is to establish an equitable exchange of property tax revenue between the County and the City for the Shackelford Annexation as required by Revenue and Taxation Code section 99.

Section 3. Exchange of Property Tax Revenue. Notwithstanding any prior or contemporaneous agreement related to the transfer, sharing or exchange of real property taxes, on and after the Annexation Date, the County and City shall exchange property tax revenue from the Annexation Area as follows:

(a) The Stanislaus County Redevelopment Agency shall receive and retain property tax increment from the Annexation Area until the Agency, or successor agency, ceases to exist and all existing debt is paid.

(b) City shall receive 50 percent of the County share of property tax including the base year amount from the Annexation Area, and the City shall receive the base year tax and annual tax increments attributable to detached or dissolved special districts within the Annexation Area.

(c) County shall receive all of the County share of property tax including the base year amount from the Annexation Area remaining after the allocation of the City's share as set forth in subdivision (b) of this section.

Section 4. Exchange by County Auditor. County and City further agree that all of the exchanges of property tax revenue required by this Agreement shall be made by the County Auditor.

Section 5. Effect of Tax Exchange Agreement. This Agreement shall be applicable solely to the Shackelford Annexation and does not constitute either a master tax sharing agreement or an agreement on property tax exchanges which may be required for any other annexation to the City, nor does it alter or enlarge any revenue sharing obligations of the parties pursuant to other revenue sharing agreements.

Section 6. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between the County and the City related to the Shackelford Annexation.

Section 7. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

County
Chief Executive Officer
County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

City
City Manager
City of Modesto
P.O. Box 642
Modesto, CA 95353

Notice by personal deliver shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing, whichever is earlier.

Section 8. Construction of Agreement. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

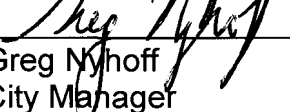
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS

By: 
Monica Nino
Chief Executive Officer

"County"

CITY OF MODESTO

By: 
Greg Nynhoff
City Manager

"City"

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

By: 
Elizabeth A. King
Deputy Clerk

ATTEST:
Stephanie Lopez
Modesto Clerk Clerk

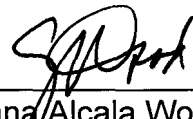
By: 
Stephanie Lopez
City Clerk

APPROVED AS TO FORM:

By: 
John P. Doering
County Counsel

Authorized by Resolution No. 2012-040
adopted January 31, 2012 by the
Stanislaus County Board of Supervisors

APPROVED AS TO FORM:

By: 
Susana Alcala Wood
Modesto City Attorney

Authorized by Resolution No. 2011-436
adopted November 9, 2011 by the
Modesto City Council

V:\CO\jpd\Documents\CEO\Tax Sharing\Shackelford\12_0125 Final Shackelford Property Tax Sharing Agmt.wpd

SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT TRANSFER AGREEMENT

This Shackelford Landscape and Lighting District Transfer Agreement ("Agreement") is made and executed on February _____, 2012, by and between the County of Stanislaus, a political subdivision of the State of California ("County") and the City of Modesto, a municipal corporation of the State of California ("City").

RECITALS

A. The City has filed an application with the Stanislaus County Local Agency Formation Commission requesting its approval of annexation of approximately 153 acres of real property to the City as delineated in Stanislaus County Local Agency Formation Commission ("LAFCO") Application No. 2011-07 (the "Shackelford Annexation").

B. Following approval of the Shackelford Annexation by LAFCO, the City will have jurisdiction and control over the annexed territory, which includes all of the territory of the Shackelford Landscape and Lighting District ("District").

B. Section 22612 of the Streets and Highways Code provides that "If all of the territory of a district is included within one city by annexation or incorporation, the legislative body may transfer jurisdiction over the district to the city council of the city by a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place."

C. County and City desire to transfer control and operation of the District from the County to the City as set forth in this Agreement.

AGREEMENT

Section 1. General Purpose of Agreement. The general purpose of this Agreement is to transfer operation and control of the Shackelford Landscape and Lighting District from the County to the City, including funds held by the County on account for the District, upon completion of the Shackelford Annexation.

Section 2. Transfer of District Operations and Control. The County and the City agree pursuant to and in accordance with Streets and Highways Code section 22612, that upon recordation of the Shackelford Annexation by LAFCO: (a) the money paid into District fund shall be paid to the treasurer of the City upon completion of the Shackelford Annexation and, thereafter, the funds shall be administered by the City Council; (b) after annexation, the City Council shall have all of the powers and perform all of the duties granted to or imposed upon the County Board of Supervisors and shall carry out the provisions of the Highway Lighting District Act (Streets and Highways Code, § 19000 et seq.) as to the District to the same purpose and extent as if originally

constituted the governing body of the District; and (c) the City shall be liable for all outstanding liabilities of the District incurred prior to the time the District was included within the City.

Section 3. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between the County and the City related to the Shackelford Landscape and Lighting District.

Section 4. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

County
Chief Executive Officer
County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

City
City Manager
City of Modesto
P.O. Box 642
Modesto, CA 95353

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Section 5. Construction of Agreement. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: _____

Monica Nino
Chief Executive Officer

"County"

By: _____

Greg Nyhoff
City Manager

"City"

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

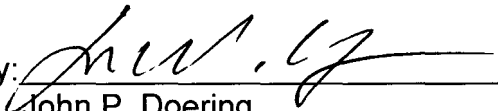
ATTEST:
Stephanie Lopez
Modesto Clerk Clerk

By: _____
Deputy Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
John P. Doering
County Counsel

By: _____
Susana Alcala Wood
Modesto City Attorney

Authorized by Resolution No.
adopted January 31, 2012 by the
Stanislaus County Board of Supervisors

Authorized by Resolution
adopted _____ by the
Modesto City Council

**SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT
TRANSFER AGREEMENT**

This Shackelford Landscape and Lighting District Transfer Agreement ("Agreement") is made by and between the County of Stanislaus, a political subdivision of the State of California ("County") and the City of Modesto, a municipal corporation of the State of California ("City").

RECITALS

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B. Following approval of the Shackelford Annexation by LAFCO, the City will have jurisdiction and control over the annexed territory, which includes all of the territory of the Shackelford Landscape and Lighting District ("District").

B. Section 22612 of the Streets and Highways Code provides that "If all of the territory of a district is included within one city by annexation or incorporation, the legislative body may transfer jurisdiction over the district to the city council of the city by a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place."

C. County and City desire to transfer control and operation of the District from the County to the City as set forth in this Agreement.

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constituted the governing body of the District; and (c) the City shall be liable for all outstanding liabilities of the District incurred prior to the time the District was included within the City.

Section 3. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between the County and the City related to the Shackelford Landscape and Lighting District.

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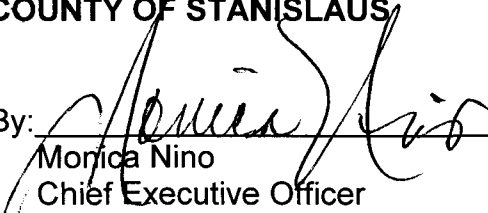
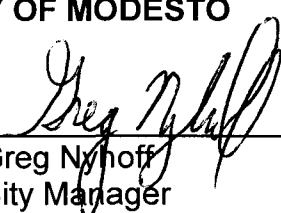
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS By:  Monica Nino Chief Executive Officer "County"	CITY OF MODESTO By:  Greg Nyhoff City Manager "City"
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<p>ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: <u>Christine Ferraro Tallman</u> Deputy Clerk</p>	<p>ATTEST: Stephanie Lopez Modesto Clerk Clerk</p> <p>By: <u>Stephanie Lopez</u> Deputy Clerk City</p>
<p>APPROVED AS TO FORM:</p> <p>By: <u>John P. Doering</u> John P. Doering County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: <u>Susana Alcala Wood</u> Susana Alcala Wood Modesto City Attorney</p>
<p>Authorized by Resolution No. 2012-040 adopted January 31, 2012, by the Stanislaus County Board of Supervisors</p>	<p>Authorized by Resolution No. 2011-436 adopted November 9, 2011, by the Modesto City Council</p>