

**City of San Bernardino's  
Application and Contract**

**Attachment 2**

SC367  
(FOR LAFCO USE ONLY)

## APPLICATION FOR EXTENSION OF SERVICE BY CONTRACT

*(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)*

### AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of San Bernardino

CONTACT PERSON: Ryan Sandoval

ADDRESS: 300 N. "D" Street, San Bernardino, CA 92418

PHONE: (909) 384-5226

EMAIL: sandoval\_ry@sbcity.org

### CONTRACTING PARTY:

NAME OF PROPERTY OWNER: County of San Bernardino

CONTACT PERSON: Paul DeArmond

MAILING ADDRESS: 385 N. Arrowhead Avenue  
3rd Floor San Bernardino, CA 92415-0184

PHONE: (909) 838-5209

EMAIL: pdearmond@ae.sbcounty.gov

ADDRESS OF PROPERTY PROPOSED FOR CONTRACT: 2818 Macy Street  
San Bernardino, CA 92407

CONTRACT NUMBER/IDENTIFICATION: 2012-01

PARCEL NUMBER(S): 0268-041-14-0000

ACREAGE: Approximately 1.67 Acres – 72,745.20 sq. ft.

**RECEIVED**  
JUN 05 2012

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

**Sanitary Sewer**

- (b) Are any of the services identified above "new" services to be offered by the agency?  YES  NO. If yes, please provide explanation on how the agency is able to provide the service.

**No existing sewer services to this property. The City presently offers City sewer to City residents and to those outside the City within its sphere of influence by previous agreement.**

2. Is the property to be served within the agency's sphere of influence?  YES  NO

3. Please provide a description of the service agreement/contract.

**Property is noncontiguous to City boundaries. Annexation of this property could occur, but would require several adjacent properties to be included that would make the larger area contiguous to City boundaries. Property owner will be required to execute a written irrevocable agreement to annex.**

4. (a) Is annexation of the territory by your agency anticipated at some point in the future?  YES  NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

- (b) Is the property to be served contiguous to the agency's boundary?  YES  NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

5. Is the service agreement/contract in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?  YES  NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

6. (a) What is the existing use of the property?

Vacant - RL=Residential Light

(b) Is a change in use proposed for the property?  YES  NO. If yes, please provide a description of the land use change.

Public Facility

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

The County of San Bernardino is proposing to build a family learning center (Baker Family Learning Center), which would become a public facility. Approval status of project is held by the County of San Bernardino.

8. Are there any land use entitlements/permits involved in the agreement/contract?  YES  NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

- Tentative Tract Map / Parcel Map
- Permit (Conditional Use Permit, General Plan Amendment, etc.)
- Conditions of Approval
- Negative Declaration (Initial Study)
- Notice of Determination (NOD)/Notice of Exemption (NOE)
- Department of Fish and Game (DFG) Receipt
- Others (please identify below)

**Minor Use Permit by County land Use Services**

9. Has the agency proposing to extend service conducted any CEQA review for this contract?  YES  NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

- (a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

**The City of San Bernardino presently has a 21" sewer main along Macy Street directly adjacent to this property. The City's Sewer Policy does not allow a direct connection to a large interceptor sewer main and a parallel line will need to be installed with appropriate manholes connecting to the interceptor sewer main. Property owner will apply for sewer connection services through the normal permit process now in effect by the City for this facility use. County to pay costs.**

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

<b>Description of Fees/Charges</b>	<b>Cost</b>	<b>Total</b>
Sewer Capacity Fee		
(\$12.45 per gal of sewage effluent - to be determined by the Water Department)	TBD	
Sewer Connection Fee (Permit)		
(\$335.02 per 3,000 sq ft or fraction thereof)	TBD	
Inspection Fee	\$29.18	
<b>Total Costs</b>		

Text Field

- (c) Please identify any unique costs related to the service agreement such as outside City/District rates or additional 3<sup>rd</sup>-party user fees and charges (i.e. fees/charges attributable to other agencies).

N/A

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

N/A

11. Does the City/District have any policies related to extending service(s) outside its boundary?  YES  NO. If yes, has a copy been provided to LAFCO?  YES  NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.



SIGNED BY: RYAN SANDOVAK  
POSITION TITLE: Real Property Specialist  
DATE: 05/07/2012

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission  
215 North D Street, Suite 204  
San Bernardino, CA 92415-0490  
PHONE: (909) 383-9900 • FAX: (909) 383-9901  
Email: [lafco@lafco.sbcounty.gov](mailto:lafco@lafco.sbcounty.gov)

**City of San Bernardino  
Public Works Department**

**Extension of City Services by Contract  
Plan for Providing Service**

1. Contract / Agreement Reference: Irrevocable Agreement to Annex No. 2012-01
2. Property Owner: County of San Bernardino
3. Property Address: 2818 N. Macy Street, San Bernardino, CA 92407
4. Service to be provided: Connection to Sewer System
5. Service to be provided as follows: Property owner will apply for sewer connection services through the normal permit process now in effect by the City for this facility use. All applicable fees will be paid for by the applicant as follows:

**SEWER FEES**

Sewer Capacity Fee: Commercial, Institutional, and Industrial = \$12.45 per gallon of sewage effluent  
(to be calculated by the City Water Department)

Sewer Connection Fee (Permit): \$335.02 per 3,000 sq. ft. or fraction thereof

Inspection Fee = \$29.18

Note: All improvements including the construction of laterals are the responsibility of the property owner.  
All LAFCO fees are the responsibility of the property owner as well.

LAFCO SC# SC367

**IRREVOCABLE AGREEMENT TO ANNEX**

No. 2012-01

THIS AGREEMENT, entered into this 7th day of May, 2012; by and between the **COUNTY OF SAN BERNARDINO**, hereinafter referred to as "OWNER," and the **CITY OF SAN BERNARDINO**, a municipal corporation, hereafter referred to as "CITY."

**WITNESSETH:**

**WHEREAS**, OWNER holds title to the unincorporated parcel(s), located at 2818 N. Macy Street, San Bernardino, California, 92407, and parcel is more fully described in Exhibit "A" attached hereto and made a part hereof.

Assessor's Parcel Number(s) 0268-041-14-0000; and

**WHEREAS**, said parcel is within the Sphere of Influence of CITY; and

**WHEREAS**, OWNER desires to obtain sewer service for said parcel; and

**WHEREAS**, sewer service could be provided to said parcel by connecting to the CITY'S sewage system; and

**WHEREAS**, CITY'S sewage system and wastewater treatment plant have sufficient capacity to convey and treat the sewage generated by said parcel; and

**WHEREAS**, CITY is willing to allow connection of said unincorporated parcels to its sewage system, due to the expectation that said parcel will be annexed to the City of San Bernardino at some future date, due to the fact that the parcel is within CITY'S Sphere of Influence.

**WHEREAS**, the covenants and conditions set forth herein shall create an equitable servitude upon the parcel, and shall be fully binding upon OWNER'S heirs, successors and assigns.

IRREVOCABLE AGREEMENT TO ANNEX NO. 2012-01 LAFCO SC#                     

NOW, THEREFORE, the parties hereto agree as follows:

**SECTION 1: OWNER Agrees -**

- a. To grant irrevocable consent to annex to the City of San Bernardino at such time as the annexation may be properly approved through appropriate legal proceedings, and OWNER does further agree to provide all reasonable cooperation and assistance to the CITY in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the CITY, and submitting any evidence reasonably within the control of OWNER to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of OWNER to institute any litigation or judicial proceeding whatsoever to force the annexation to the City of San Bernardino.
- b. To pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the CITY. Said fees shall be paid when CITY directs that the same becomes due and payable.
- c. To pay all fees and charges and make all deposits required by the CITY for connection to and use of CITY'S sewer, and further agrees to be bound by all CITY ordinances, rules and regulations respecting the sewage system.
- d. To acknowledge that execution of this Irrevocable Agreement to Annex is on behalf of all future heirs, successors and assigns; and that said Agreement shall be irrevocable without written consent of CITY.
- e. To comply with Chapter 13.32, of the San Bernardino Municipal Code relating to discharge of materials into CITY'S sewage system.
- f. To allow CITY to make application on behalf of the OWNER to the Local Agency Formation Commission (LAFCO), and pay all application fees necessary for approval to connect to CITY'S sewage system, pursuant to Section 56133 of the Government Code.
- g. To execute a standard form Agreement (Sewer Connection and Service) with CITY stipulating the terms and conditions under which the connection shall be made and maintained.

**SECTION 2: CITY Agrees -**

- a. To allow OWNER'S parcel, described herein before, to connect to the City of San Bernardino's sewage system, subject to payment of all applicable fees and permits.

IRREVOCABLE AGREEMENT TO ANNEX NO. 2012-01 LAFCO SC# \_\_\_\_\_

**SECTION 3:** Be it mutually agreed, as follows:

- a. City Clerk for CITY shall record this agreement with the County Recorder.
- b. The benefit to the subject parcel will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.
- c. The approval granted to connect said parcel to CITY'S sewage is contingent upon OWNER securing approval from the Local Agency Formation Commission.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials' thereunto duly authorized.

**COUNTY OF SAN BERNARDINO**

**CITY OF SAN BERNARDINO**

By: *Josie Gonzales*

By: *Andrea K. Gours-Stellar*  
City Manager

Name: Josie Gonzales

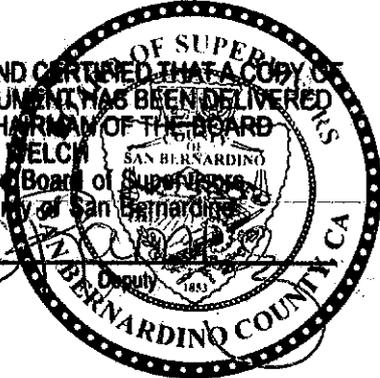
Title: Chair, Board of Supervisors

ATTEST:  
*Sergiana Vanna*  
City Clerk

Approved as to form:

By: *James F. Penman*  
JAMES F. PENMAN, City Attorney

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURA H. WELCH SAN BERNARDINO Clerk of the Board of Supervisors of the County of San Bernardino

By: \_\_\_\_\_  


ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.

On July 25, 2012 before me, Aurora Hernandez

Notary Public, personally appeared Josie Gonzales

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.

Aurora Hernandez  
Signature

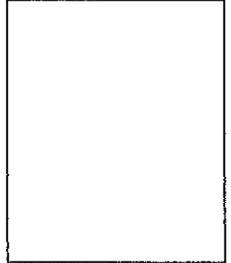


(seal)

OPTIONAL INFORMATION

Date of Document \_\_\_\_\_  
Type or Title of Document \_\_\_\_\_  
Number of Pages in Document \_\_\_\_\_  
Document in a Foreign Language \_\_\_\_\_

Thumbprint of Signer



Type of Satisfactory Evidence:  
\_\_\_\_ Personally Known  
\_\_\_\_ Paper Identification  
\_\_\_\_ Credible Witness(es)

Capacity of Signer:  
\_\_\_\_ Trustee  
\_\_\_\_ Power of Attorney  
\_\_\_\_ CEO / CFO / COO  
\_\_\_\_ President / Vice-President / Secretary / Treasurer  
\_\_\_\_ Other: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

State of California )  
County of San Bernardino )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On June 6, 2012 before me, Valerie R. Montoya, a Notary Public,  
(here insert name and title of the officer)

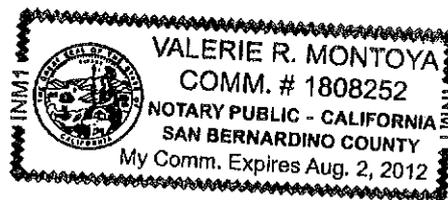
personally appeared Andrea Mae Travis

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 Valerie R. Montoya



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

IRREVOCABLE AGREEMENT TO ANNEX NO. 2012-01 LAFCO SC#           

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 340, Tract No. 2258, as per plat recorded in Book 32, Pages 72 to 77 inclusive, in the office of the County Recorder of San Bernardino County, State of California. EXCEPTING the north 80 feet thereof.

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



Ptn. Tract No. 2258  
M.B. 32/72-77

San Bernardino Unified 0268--04  
Tax Rate Area  
107156

