

**MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
Holly L. Heinzen, Assistant County Executive Officer

DATE: September 13, 2011

SUBJECT: Roseville – West Placer Annexations

ACTION REQUESTED

Consider a Resolution authorizing:

- 1) The Chairman of the Board of Supervisors to execute Revenue sharing agreements with the City of Roseville for proposed annexations in the area west of Roseville for projects currently known as the Sierra Vista Specific Plan, the Creekview Specific Plan and Reason Farms; and
- 2) The County Executive Officer to enter into a Memorandum of Understanding (MOU) with the City of Roseville to adjust the City's Sphere of Influence (SOI) for areas adjacent to Sierra Vista and the Sunset Industrial Community Plan area.

BACKGROUND

The City of Roseville has proposed annexations for three separate areas together totaling approximately 4,693 acres located west of the City of Roseville. The proposal includes properties in the unincorporated area of the County referred to as Sierra Vista, Creekview, and Reason Farms – Attachment 1. Reason Farms, also known as the Al Johnson Wildlife area, and the Sierra Vista Specific Plan both have pending applications with the Local Agency Formation Commission (LAFCO). The annexations include proposed developments of approximately 11,300 housing units and 28,000 new residents, about a 25% increase in the City's population. These projects are described below:

Sierra Vista

The Sierra Vista Specific Plan area consists of approximately 2,064 acres, located west of Fiddymont Road, north of Baseline Road, south of the West Roseville Specific Plan area, and east of the Curry Community Creek Plan. The specific plan proposes a mix of land uses within the plan area including 6,650 single-family and multi-family residential units, over 2.7 million s.f. of commercial and business professional development, and over 400 acres set aside for parks and open space uses and other public areas. A majority of the plan area is within Roseville's SOI. The recently submitted Westbrook Amendment to the Sierra Vista Specific Plan (SVSP) converts 400 acres of previously designated urban reserve area in the original SVSP to a mix of land uses including 2,029 residential units, 43.3 acres of commercial development, and set asides for parks and open space and other public/quasi public use.

Creekview

The 501-acre Creekview project area is located immediately north and west of the West Roseville Specific Plan, north of the planned extension of Blue Oaks Boulevard and north of the Roseville Energy Park and east of Reason Farms. The Project is located approximately six and half miles west of Interstate 80 and State Route (SR 65) and is approximately four miles west of the Blue Oaks Boulevard interchange on SR 65.

The Creekview Specific Plan is within the City's existing SOI and includes a total of 2,011 single family and multi-family units. Proposed land uses include a 190,000 s.f. of commercial and business professional development, and 161 acres set aside for parks, open space and other public uses. One non-participating property is located on the southeast corner of the site, referred to as the Harris Property. This 39.9-acre parcel is proposed to be zoned as urban reserve and would be annexed as part of the project.

Reason Farms

The Reason Farms project area consists of approximately 1,754 acres, located northwest of the City of Roseville, north of Philip Road and south of Sunset Boulevard West with a minor boundary segment adjacent to the western City limits. Also identified as the Al Johnson Wildlife Area, the area is not in the City's SOI and was recently considered by LAFCO to be included in the City's SOI.

The 12 parcels proposed for annexation are owned by the City and were purchased to construct a retention basin to mitigate for the City's cumulative downstream flood impacts on Sutter County. In 2009 the City Council approved a general plan amendment and prezone/rezone designating the city-owned property as open space and public/quasi public. Because the property is not in the City's current SOI and the existing sphere was six years old, LAFCO required a Municipal Service Review (MSR) for the City of Roseville. In 2010, LAFCO adopted the MSR, but delayed extending the City's SOI to include the Reason Farms allowing all proposed sphere adjustments to occur concurrently.

ISSUE

In order for annexations to be considered by LAFCO, both jurisdictions must approve a Resolution executing agreements for sharing of taxes generated in the annexation areas. Representatives of the County and City have negotiated these agreements that provide funding for support of city services, as well as, countywide services that will continue following annexation. The Resolution, which would need to be adopted by the Board of Supervisors in order to proceed with annexation, is attached (Attachment 2).

Terms of Proposed Revenue Sharing Agreements

The proposed property tax and sales tax agreements (Attachments 3 and 4, respectively) provide that the County will receive the equivalent of 18.25% of the 1% ad valorem property tax across all annexed areas to include Sierra Vista, Creekview and Reason Farms (net of Educational Revenue Augmentation Fund (ERAF)). In addition, the County will receive 11.5% of the 1% Bradley Burns sales tax attributable to the annexation areas. At the beginning of the 15th year following annexation of the first property, the County could receive up to 16% of the 1% sales tax revenue generated in the annexation areas, based on a fiscal analysis to be conducted at that time.

The studies will be designed to evaluate the relative financial/fiscal health of the County relative to the City of Roseville following annexation. The studies will include consideration of operating costs of both jurisdictions for the properties in question, and revenues available from the development areas to fund these ongoing costs. Should the parties be unable to reach agreement, the resolution of the sales tax distribution shall be reached through binding arbitration. The agreements provide that in no event shall sales tax distribution result in less than 11.5% of sales tax to the County.

A transition period for both the property tax and sales tax allocation includes the County receiving the equivalent of 100% of the property tax for the first five years and the City retaining 100% of the sales tax for the first five years after annexation for Sierra Vista is completed.

Memorandum of Understanding

The annexation proposals include Sphere amendments for the Sierra Vista and Reason Farms annexations. The MOU regarding adjustments to the SOI for the City of Roseville provides that concurrent with adjusting the Sphere related to the annexations, the City's SOI will also be adjusted to remove the City's sphere from the Sunset Industrial Area (SIA).

Placer County established the SIA many years ago to serve as a job center that would provide regional benefit and help to fund vital County services and create primary-wage-earner jobs for residents of local cities and unincorporated areas. The area's job total is at approximately 5,000 today, and projected to reach 50,000 by 2050. The SIA is the primary non-residential area in the unincorporated County. The County relies on current and future revenues attributable to the SIA as an integral element of short and long range financial planning. Efforts to ensure that the Sunset Area would remain unincorporated, consistent with the Sunset Industrial Area Community Plan, are reflected in the investments by the County in the area's infrastructure. Also consistent with this effort is the removal of the SOI boundaries by Lincoln and Roseville from the SIA. Lincoln's sphere has already been adjusted and this MOU reflects the City of Roseville's commitment to also adjust their sphere.

As such, the proposed Memorandum of Understanding (Attachment 5) provides that the City will amend its application for the Sierra Vista annexation and include an SOI amendment to include collapse of the City's SOI on its northern boundary leaving the entire SIA out of the City's sphere and support that application through the process. The County will support the City's annexation or amendment of the existing Reason Farms SOI application. The County will also support the City's application or amendment of the existing Reason Farms SOI application to include the narrow expansion of its SOI on the western edge of Sierra Vista.

FISCAL IMPACT

Approach and methodology

A number of fiscal impact studies were prepared to evaluate the potential impact of the proposed developments and provide a basis for sharing of tax revenues. The analyses compared the costs to serve new development with anticipated revenues using per capita costs and revenues, as well as project-specific estimates for key revenue sources (property tax and sales tax). The analyses estimate the extent to which project revenues cover average costs associated with (generally) current levels of service.

The fiscal impact analyses of the proposed annexations were combined to provide for a broader analysis that tempers the variations in tax rate areas across the Sierra Vista Specific Plan, Sierra Vista Urban Reserve, Creekview Specific Plan, and Creekview Urban Reserve. It should be noted that the property taxes available to share in the rate areas in which the proposed

projects would be developed are markedly lower (25% to 30%) than other areas of the County. This circumstance, along with the moderate housing values, represented significant challenges to overcome from a fiscal standpoint.

The County and the City of Roseville prepared fiscal impact models that assume average per capita costs remain constant in real terms over time. The focus is on costs funded by *general purpose* revenue: property tax, sales tax, public safety sales tax, property tax in lieu of VLF, real property transfer tax, hotel/motel tax. Costs and offsetting revenues not directly related to new development and growth are not considered. The County fiscal impact analysis is limited to evaluating the cost to provide countywide services and the revenue that is used to fund those services. Weeks of review and collaboration resulted in consistent County and the City analyses of baseline revenues and costs for both the County and the City. It should be noted population and housing units numbers have been revised over time and may not exactly reflect plans as adopted.

Discussion of Fiscal impact

- *Total Revenue Available for Apportionment*

Property tax and sales tax are revenue sources considered as the basis for the proposed annexation revenue sharing agreement between Placer County and the City of Roseville. At build-out, total annual property tax revenue, *before ERAF*, is estimated at \$11.4 million across all annexation areas (half of this would be in the Sierra Vista Specific Plan Area). In addition, on-site commercial development in all plan areas would generate a total of \$7.4 million in sales tax annually at build-out and plan area resident and employee spending elsewhere in Roseville (but outside the plan areas) would account for another \$1.0 million in sales tax annually at build-out. The sales tax revenue is largely associated with the Sierra Vista Specific Plan which proposes significant regional retail development along Baseline Road.

- *County Baseline Costs*

Across all annexation areas, *total* baseline *County* costs at build-out are estimated at about \$13.2 million per year. This estimate does *not* include operational costs of the South Placer Adult Correctional Facility (SPACF) or costs for the recently enacted State Realignment program that are not otherwise offset by program revenue. The estimated operating costs also do not reflect capital contributions, provisions for reserves or other one-time expenditures. It should be noted however, that the agreement includes an obligation of the City to continue collection of the Capital Facilities Impact Fee to offset costs for Countywide capital facilities.

- *County Revenues to Offset County Costs*

Before property taxes and sales taxes, total County revenue to offset County costs in the annexation areas is estimated at \$5.6 million. The revenues apportioned through the proposed agreements include estimated property tax (\$7,669,000) and sales tax (\$887,000) which would offset the remaining identified costs based on existing County operating costs.

- *Net Impact to County*

Based on the assumptions contained in the model and funding provided through this agreement, operating costs for Countywide services related to the areas that would ultimately be annexed are generally offset by anticipated revenues under this agreement (based on existing costs and existing levels of service). As noted, the model assumes housing values and property taxes that modestly increase over time and significant retail development to offset both County and City costs for services. Additional costs, beyond existing per capita expenditures, related to the recently enacted realignment program and costs for operation of the South Placer Adult Correction Facility revenues would not be fully offset through this agreement.

It is assumed that other revenue sources and/or redirected existing resources would support these future costs until Year 15, to the extent necessary, at which time the potential for sales taxes to increase to 16% of the 1% would occur and could be available to support these costs. It is further anticipated in the long term that revenues derived from non-residential development, particularly in the Sunset Industrial Area, will assist in supporting costs for countywide services given that non-residential development has lower service demands and is more positive from a fiscal standpoint.

- *Net Impact - City of Roseville*

The net result for the City of Roseville under the proposed agreements (assuming transfer of 11.5% of sales tax revenue to the County) is an annual surplus ranging from \$600,000 up to \$2.6 million, depending upon shifts in retail spending patterns anticipated by the City.

RECOMMENDATION

The County Executive Office recommends that the Board of Supervisors consider a Resolution:

- 1) Authorizing the Chairman of the Board of Supervisors to execute a property tax sharing agreement and a sales tax sharing agreement with the City of Roseville for proposed annexations in the area west of Roseville for projects currently known as the Sierra Vista Specific Plan, the Creekview Specific Plan and Reason Farms; and
- 2) Recognizing the importance of the Sunset Industrial Areas to the long term fiscal health of Placer County, authorize the County Executive Officer to enter into a Memorandum of Understanding (MOU) with the City of Roseville to adjust the City's SOI for areas adjacent to Sierra Vista and the Sunset Industrial Community Plan area.

Attachments:

Attachment 1 – Map of Proposed Annexations Subject to Revenue Sharing Agreements

Attachment 2 – Resolution Authorizing Execution of Agreements and MOU

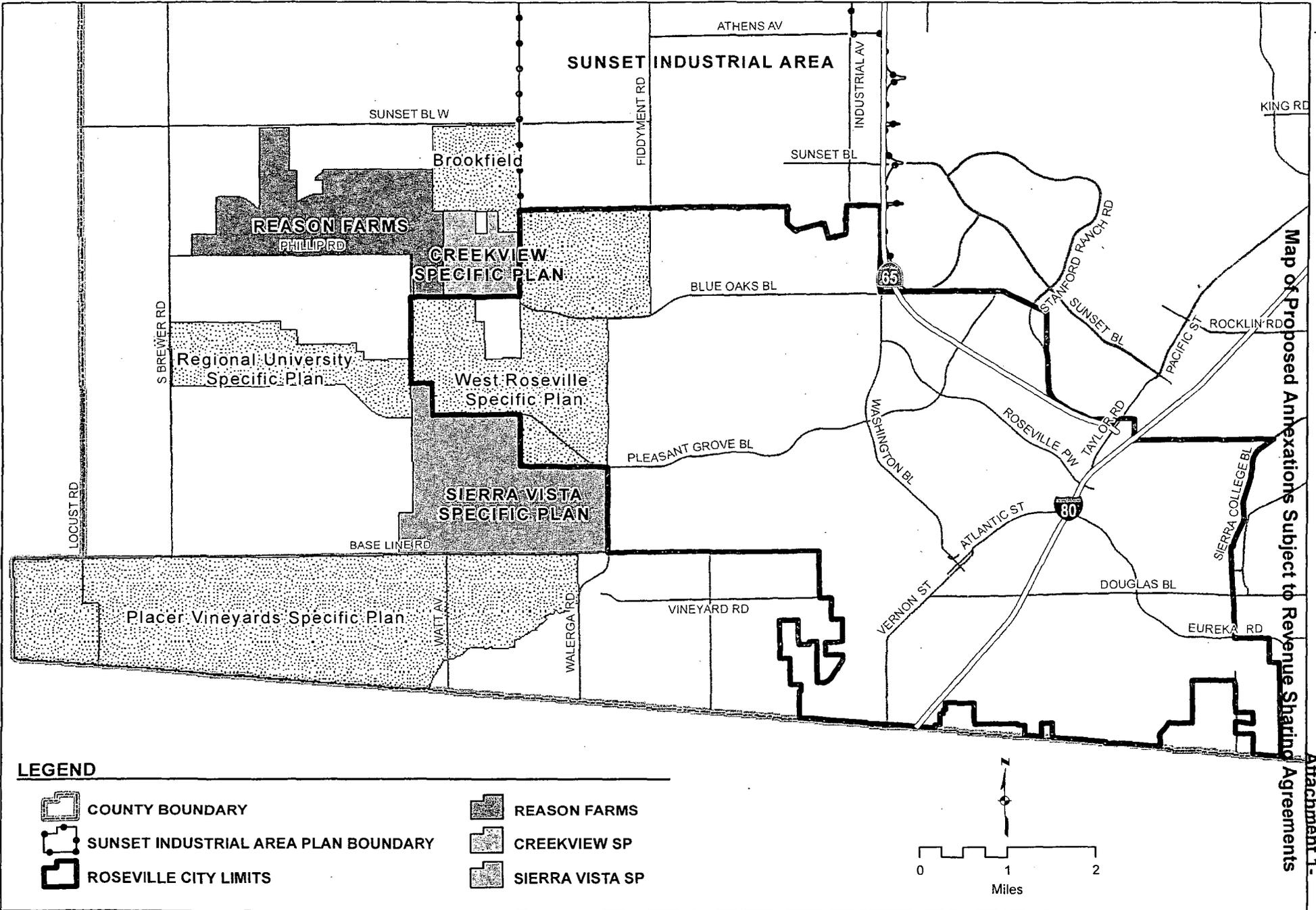
Attachment 3 – Agreement Regarding Transfer of Property Tax Upon Annexation (Including Exhibits A,B,C)

Attachment 4 – Agreement Regarding Transfer of Sales Tax Upon Annexation (Including Exhibits A,B,C)

Attachment 5 – Memorandum of Understanding (Includes Map of Sphere of Influence Adjustments - Exhibit 1)

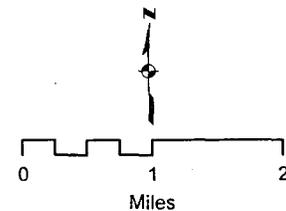
West Placer Projects - Proposed Annexations Covered By Agreements

9-8-2011



LEGEND

- | | | | |
|--|--------------------------------------|--|-----------------|
| | COUNTY BOUNDARY | | REASON FARMS |
| | SUNSET INDUSTRIAL AREA PLAN BOUNDARY | | CREEKVIEW SP |
| | ROSEVILLE CITY LIMITS | | SIERRA VISTA SP |



Map of Proposed Annexations Subject to Revenue Sharing Agreements

Attachment 1-

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Before the Board of Supervisors County of Placer, State of California

In the matter of:

Resol. No: _____

A resolution authorizing the Chairman of the Board of Supervisors to execute:

Revenue sharing agreements with the City of Roseville for proposed annexations in the area west of Roseville for projects currently known as the Sierra Vista Specific Plan, the Creekview Specific Plan and Reason Farms; and a Memorandum of Understanding with the City of Roseville to adjust the City's Sphere of Influence for the Sunset Industrial Area Plan.

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, Roseville has proposed the annexation of area west of the City of Roseville ("City") currently within the unincorporated area of Placer County ("County"); and

WHEREAS, City proposes to annex three separate areas totaling approximately 4,693 acres referred to as the Sierra Vista Specific Plan area, the Creekview Specific Plan area, and Reason Farms, also known as the Al Johnson Wildlife area as shown in Exhibit 1, attached hereto; and

WHEREAS, County will retain countywide service responsibilities and transfer responsibility for municipal services to City; and

WHEREAS, County and City have negotiated a property tax transfer agreement and a sales tax apportionment agreement to support funding for services to be provided by each jurisdiction upon annexation, as well as, a Memorandum of Understanding to provide for a process to allow for the proposed annexations of Reason Farms and Sierra Vista specific Plan to proceed; and

WHEREAS, LAFCO requires a resolution authorizing the exchange of tax revenues between the City and the County for taxes generated in the annexation area, prior to consideration of the annexation by LAFCO; and

WHEREAS, in conjunction with these annexations; the County and the City desire to amend the Sphere of Influence of the City of Roseville and the attached Memorandum of Understanding between the City defines the process to be followed for that amendment; and

Whereas, the implementation of the MOU between the County and the City is fundamental to the overall agreement reached on revenue sharing between the City and the County.

NOW, THEREFORE, BE IT RESOLVED, as follows: The Placer County Board of Supervisors hereby approves the attached property tax exchange agreement and sales tax apportionment agreement pertaining to the City of Roseville's annexation of the Sierra Vista, Creekview, and Reason Farms areas. Said approvals are effective immediately and will continue to be effective unless and until: the City fails to submit an application to amend, as provided in Sections 1- 3 of the attached Memorandum of Understanding, or LAFCO fails to amend the City's Sphere of Influence to remove the area within County's Sunset Industrial Area Plan. The Placer County Board of Supervisors hereby approves the attached MOU addressing other associated impacts of proposed annexations. These approvals are contingent upon approval of all three of these documents by the City in the form attached hereto. The Chairman is authorized to sign the property tax and sales tax agreements on behalf of the County. The County Executive Officer is authorized to sign the MOU on behalf of the County.

**AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER
REGARDING TRANSFER OF PROPERTY TAX UPON THE SIERRA VISTA
SPECIFIC PLAN, SIERRA VISTA URBAN RESERVE, CREEKVIEW SPECIFIC
PLAN, AND REASON FARMS ANNEXATIONS.**

This AGREEMENT, dated for identification as September 13, 2011, is entered into between the CITY OF ROSEVILLE, a municipal corporation ("**City**"), and the COUNTY OF PLACER, a political subdivision of the State of California and charter county ("**County**").

RECITALS

A. This Agreement involves the following areas which City proposes to annex: the Sierra Vista Specific Plan (**SVSP**), the Sierra Vista Urban Reserve (**SVUR**), the Creekview Specific Plan (**CSP**), and the City owned Reason Farms. This would provide for the annexation of approximately 4693 acres into the City. These areas are more particularly described in **Exhibit "A"** (SVSP/ SVUR), **Exhibit "B"** (CSP), and **Exhibit "C"** (Reason Farms) (**hereinafter the "Annexation Areas" or "Annexation Area"**). By adoption of Resolutions 10-611, and 09-264 the City has applied to the Local Agency Formation Commission ("**LAFCO**") for sphere of influence and reorganization amendments with regard to SVSP/ SVUR and Reason Farms. City anticipates adopting a resolution to apply to LAFCO for sphere and reorganization amendments with respect to CSP. The Annexation Areas combined would provide for an estimated total of 28,000 new residents, 11,300 housing units, and a 25% increase in the City's population.

B. LAFCO has assigned the following numbers and titles to the City's annexation applications for the Annexation Areas: LAFCo 2010-01 and 2011-01 for SVSP/ SVUR, LAFCo number to-be-determined for CSP, and LAFCo 2009-03 and 2010-06 for Reason Farms (**hereinafter the "Annexation" or "Annexations"**).

C. This agreement is entered into pursuant to the provisions of Section 99, subdivision (b), of the Revenue and Taxation Code of California, which requires the City and the County to enter into an agreement regarding the transfer of the 1% ad valorem property tax available for allocation and distribution upon a reorganization, such as the Annexations, before the LAFCO Executive Officer will issue a certificate of filing to commence processing the Annexations.

D. The County Auditor has notified the City and County pursuant to Revenue and Taxation Code section 99, subdivision (b)(2), that, of the 1% ad valorem property tax imposed pursuant to Article 13A, section 1 of the State Constitution, the property tax

revenue which is subject to negotiated exchange consists of the elements set out in **Exhibit "D"**. Amounts are estimates and are subject to correction.

E. The City and County recognize that the purpose of this agreement is to make equitable allocation and distribution of available property tax revenues consistent with the terms of existing law as mutually understood by the parties and to maximize each party's ability to deliver essential government services in areas annexed to City.

F. This agreement and the related "Agreement Between the City of Roseville and County of Placer Regarding Apportionment of Sales and Use Tax," dated September 13, 2011 ("**Sales Tax Agreement**"), are intended to satisfy the requirements of Revenue and Taxation Code §99(b). The City and County have negotiated these integrated agreements for the exchange of property tax revenues for annexations occurring in the Annexation Areas.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and acts described herein, the City and County agree as follows:

Section 1. Recitals

1.1. The foregoing recitals are true and correct and are part of this agreement.

Section 2. Definitions

2.1. "BASE PROPERTY TAX REVENUES" shall mean property tax revenues accruing to each affected agency in the applicable fiscal year, based on the AB-8 gross levy prior to adjustments and revenue transfers relative to the Educational Revenue Augmentation Fund (ERAF).

2.2. "ERAF FACTOR" is the percentage required by California Revenue and Taxation Code sections 97, et seq., to be multiplied by an affected agency's AB-8 gross levy in order to determine the amount of funds to be transferred to the schools for ERAF.

2.3. "INCREMENTAL PROPERTY TAX REVENUES" shall mean the amount of property tax revenues attributable to growth in assessed valuation for the affected tax rate area identified for the Annexation Areas.

2.4. "1% AD VALOREM PROPERTY TAX" shall mean the 1% property tax authorized by Article 13A, section 1 of the California Constitution.

2.5. "1% AD VALOREM PROPERTY TAX REVENUES" shall mean the 1% AD VALOREM PROPERTY TAX assessed on the full value of the property in the Annexation Areas, to include both the BASE PROPERTY TAX REVENUES and the INCREMENTAL PROPERTY TAX REVENUES.

Section 3. Establishment of Separate Tax Rate Area

3.1. County will work with the County Auditor to establish a separate Tax Rate Area (**TRA**) for each Annexation Area prior to allocation and distribution of property tax under this Agreement and will report to City the actual amount of the 1% AD VALOREM PROPERTY TAX REVENUES from the TRA available for allocation and distribution pursuant to this agreement.

Section 4. Receipt and Allocation of 1% AD VALOREM PROPERTY TAX

4.1. This Section 4 is subject to the provisions of Section 6.

4.2. From and after the first fiscal year following the effective date of each Annexation, City shall receive 100% of the 1% AD VALOREM PROPERTY TAX REVENUES that would otherwise be allocated and distributed to City and County, pursuant to the AB-8 allocation, from each of the Annexation Areas. The property tax allocation after annexation in each Annexation Area is set out in **Exhibit "E"**.

4.3. From and after the first fiscal year following the effective date of each Annexation, and continuing for a period of five years, the amount of revenue allocable to County under section 3 of the Sales Tax Agreement will be equal to 100% of the balance of the revenue received by City pursuant to section 4.2 after application of the City's ERAF deduction. This revenue shall be paid to County by City in accordance with the Sales Tax Agreement.

4.4. Commencing at the conclusion of the five year period set forth in paragraph 4.3 and continuing thereafter, the amount of revenue allocable to the County under section 3 of the Sales Tax Agreement will be equal to 18.25% of the blended cumulative 1% AD VALOREM PROPERTY TAX REVENUES from the SVSP/ SVUR, CSP, and Reason Farms Annexation Areas, regardless of the revenues available in specific TRAs. This revenue shall be paid to County by City in accordance with the Sales Tax Agreement.

Section 5. Independent Audit

5.1. City and County shall jointly hire an independent firm to audit the portion of the 1% AD VALOREM PROPERTY TAX REVENUES transferred to City from the Annexation Areas. The audit shall be performed at least once every two years, but only as provided hereinafter. However, in order to avoid the expense of an audit prior to revenues becoming sufficient to warrant such an expense, no audit shall be performed until either party has given notice to the other that an audit is requested. County Auditor will make any adjustments to payment of property taxes to City which are required as a result of the audit within 60 days of receipt of the audit.

Section 6. Alternative Transfer of Ad Valorem Property Tax, Minimum Allocation

6.1. If County's ERAF FACTOR is lower than City's ERAF FACTOR at the time of any allocation of the 1% AD VALOREM PROPERTY TAX REVENUES that would otherwise be allocated to City from the Annexation Areas pursuant to the AB-8 allocation, that amount shall be allocated to County instead of City. In that event, the County's ERAF FACTOR shall be applied and the remaining balance shall be distributed by County to City in amounts that will achieve the same result for County as set forth in Sections 4.3 and 4.4, and as adjusted pursuant to paragraph 6.2.

6.2. If the ERAF FACTOR for counties statewide is reduced below its current level(s) and is accompanied by additional financial obligations for services, then the revenue distribution set out in Section 4.4 shall be adjusted so that the revenue allocable to the County under section 3 of the Sales Tax Agreement will be increased by an amount calculated by multiplying the 1% AD VALOREM PROPERTY TAX REVENUES from the SVSP/ SVUR, CSP, and Reason Farms Annexation Areas by the percentage point change in the County ERAF FACTOR.

6.3. In no event shall the total amount allocated to County under this agreement and section 3 of the Sales Tax Agreement be less than 18.25% of the blended cumulative 1% AD VALOREM PROPERTY TAX REVENUES from the SVSP/ SVUR, CSP, and Reason Farms Annexation Areas, or as adjusted pursuant to paragraph 6.2.

6.4. In the event that section 3 of the Sales Tax Agreement is invalidated as provided in Section 6.5, the County shall receive 18.25% the blended cumulative 1% AD VALOREM PROPERTY TAX REVENUES from the SVSP/ SVUR, CSP, and Reason

Farms Annexation Areas, or the equivalent across all affected TRAs, beginning with the effective date of the invalidation. The City shall receive the remainder.

6.5. The adjustments provided for in this section 6 include changes in ERAF or invalidation of the Sales Tax Agreement occurring due to any State of California, voter, or judicial action which has the affect of substantively altering the fiscal outcomes for the County that this Agreement was intended to provide.

Section 7. Capital Facilities Fee

7.1. The City will require the developers of the Annexation Areas to pay the County's Capital Facilities Fee to County pursuant to County Ordinance No. 4769-B, adopted October 15, 1996. The City will fulfill this obligation by including the requirement in any development agreements between the City and the owners of the Annexation Areas. The City will require the developers to pay the fee to City and the City will remit the fee revenues to County within thirty (30) days of receipt.

7.2. In the event that the City cancels the development agreements, the City agrees that it will pay the Capital Facilities Fee to County in accordance with County Ordinance No. 4769 B-for any development occurring in the Annexation Areas subject to the development agreements.

7.3. In the event that the City does not enter into development agreements with the developers of the Annexation Areas prior to the time when the first Capital Facilities Fee would be payable in accordance with paragraph 7.1, or if the City modifies the development agreements to nullify the requirement that the developers pay the Capital Facilities Fee, or if the City fails to enforce the portions of the development agreements relating to the requirement that the developers pay the Capital Facilities Fee, or if the development agreements are nullified by a court of competent jurisdiction, then the following language shall apply:

"To the extent allowed by law, the City shall adopt, levy and collect a Capital Facilities Fee as established from time to time by the County and which shall be paid to the County, to mitigate impacts of growth within the Annexation Areas on County capital facilities. The City may elect, in place of collecting said fee from developers, to pay an amount equal to the amount that would otherwise be paid by the developers. The countywide facilities fee shall be consistent with the amount established for countywide facilities for the unincorporated areas of the County. Adjustments to the Capital Facilities Fee in the Annexation Areas shall

be implemented consistent with capital facilities standards set for countywide services as established for the unincorporated areas of the County.

In the event that the City is, for any reason, unable to collect said fee from developers for countywide facilities, City agrees (a) at the time of issuance of a building permit within the Annexation Areas, to pay the equivalent amount of the County Capital Facilities Fee to the County as established from time to time; or (b) to modify the allocation of property taxes as set forth in Section 4 herein so as to provide for sufficient funding in the County's share of property taxes to be received from the Annexation Areas to fully fund the cost of capital facilities needed to serve all residents of the Annexation Area. Such modification of allocation shall provide full funding for all of the Capital Facilities Fees which City is unable to collect from the developers with an adjustment factor to take into account projected future increases in the Capital Facilities Fee."

7.4. Notwithstanding the provisions of this Section 7, the City shall have no liability under this Section 7 to pay the Capital Facilities Fee to County if the County's Capital Facilities Fee or any amendments to it are determined invalid by final judgment of a court of competent jurisdiction or if the authority to impose the Capital Facilities Fee in the unincorporated area is withdrawn from the County by an act of the Legislature.

Section 8. Additional Documents

8.1. City and County agree to cooperate in the execution of any additional documents which may be required to carry out the terms of this agreement.

Section 9. Termination

9.1. This agreement may be terminated only by mutual written agreement of the City and County.

Section 10. Counterparts

10.1. This Agreement may be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its Mayor, and Placer County has authorized its execution by the Chair of its Board of Supervisors in accordance with Resolution No. 2011-_____, on the dates set forth below.

CITY OF ROSEVILLE

COUNTY OF PLACER

By: _____
Pauline Roccucci
Mayor

By: _____
Robert Weygandt
Chairman, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Sonia Orozco
City Clerk

By: _____
Ann Holman
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Brita Bayless
City Attorney

By: _____
Anthony La Bouff
County Counsel

Exhibits: A – Sierra Vista Specific Plan
B – Creekview Specific Plan
C – Reason Farms Land Use



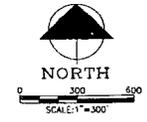
PRELIMINARY STREET GEOMETRY, ACREAGE, and DWELLING UNIT COUNTS

WESTBROOK			
Land Use	Acres (gr.)	Acres (net)	D.U.
LDR	145.7	140.9	705 ^{1H}
MDR	83.6	79.4	635 ^{1H}
HDR	27.6	25.2	689 ^{1H}
CC	37.0		
CC(CMU)	6.3		
P/OP (School)	10.0		
P/OP (well site)	0.3		
PARK	15.5		
OPEN SPACE	36.6		
MAJOR ROADS	34.8		
SITE TOTALS	397.4		2029

NOTES:
 (1) LDR Dwelling Units based on net acres @ 5.0 d.u./ac.
 (2) MDR Dwelling Units based on net acres @ 8.0 d.u./ac.
 (3) HDR Dwelling Units based on gross acres @ 25.0 d.u./ac.

SIERRA VISTA LOT NUMBER KEY

LOT NUMBERS	LAND USE
1 - 19	Low Density Residential (LDR)
20 - 29	Medium Density Residential (MDR)
30 - 39	High Density Residential (HDR)
40 - 49	CC/CMU/BP
50 - 59	Park (PR)
60 - 69	Public / Quasi-Public (POP)
70 - 79	Open Space (OS) - Paseos
80 - 89	Open Space (OS)
90 - 99	Urban Reserve (UR)
100	Major Roads



SPECIFIC PLAN LAND USE EXHIBIT Westbrook

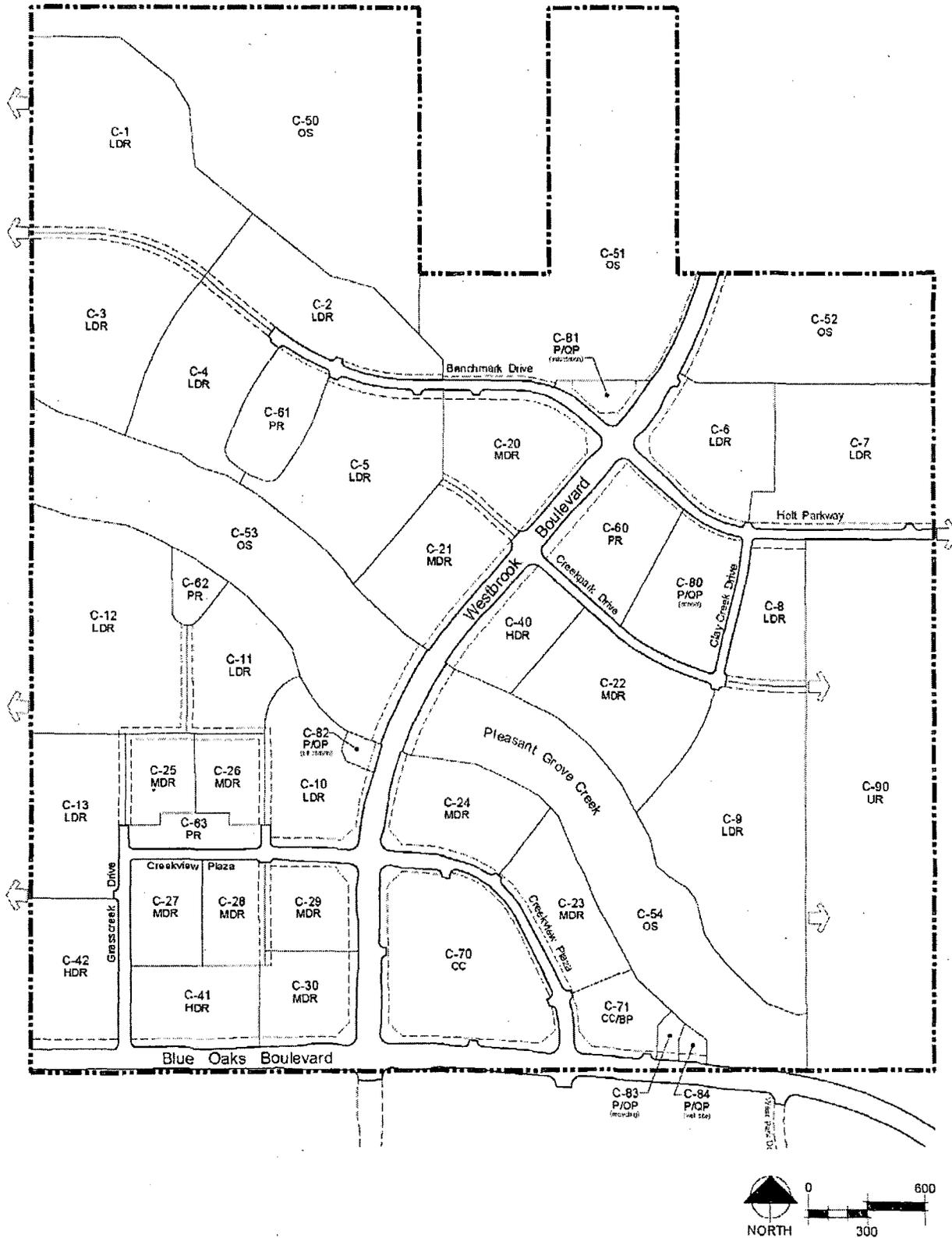
Westpark Associates MacKay & Soms Civil Engineers, Inc.
 Scale: 1" = 300' Roseville, California March 1, 2011

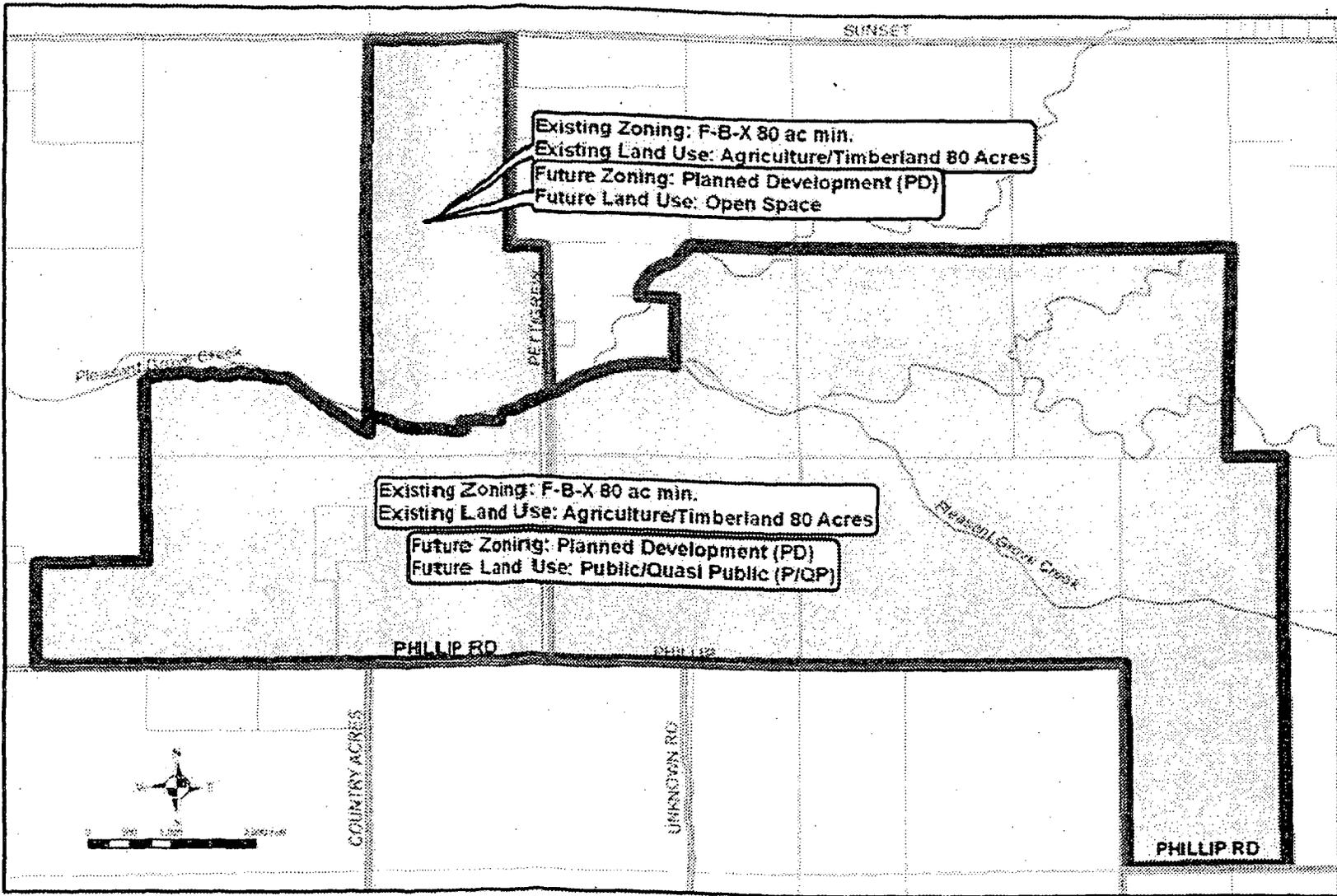


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Exhibit A - Sierra Vista Specific Plan

Figure 4.1: Land Use Map





**AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER
REGARDING APPORTIONMENT OF SALES AND USE TAX UPON THE SIERRA
VISTA SPECIFIC PLAN, SIERRA VISTA URBAN RESERVE, CREEKVIEW SPECIFIC
PLAN, AND REASON FARMS ANNEXATIONS.**

This Agreement, dated for identification on September 13, 2011, is entered into between the CITY OF ROSEVILLE, a municipal corporation ("City"), and the COUNTY OF PLACER, a political subdivision of the State of California and charter county ("County").

RECITALS

A. This Agreement involves the following areas which City proposes to annex: the Sierra Vista Specific Plan (**SVSP**), the Sierra Vista Urban Reserve (**SVUR**), the Creekview Specific Plan (**CSP**), and the City owned Reason Farms. This would provide for the annexation of approximately 4693 acres into the City. These areas are more particularly described in **Exhibit "A"** (SVSP/ SVUR), **Exhibit "B"** (CSP), and **Exhibit "C"** (Reason Farms) (**hereinafter collectively the "Annexation Areas"**). By adoption of Resolutions 10-611 and 09-264 the City has applied to the Local Agency Formation Commission ("**LAFCO**") for sphere of influence and reorganization amendments with regard to SVSP/ SVUR and Reason Farms. City anticipates adopting a resolution to apply to LAFCO for sphere and reorganization amendments with respect to CSP. The Annexation Areas combined would provide for an estimated total of 28,000 new residents, 11,300 housing units, and a 25% increase in the City's population.

B. LAFCO has assigned the following numbers and titles to the City's annexation applications for the Annexation Areas: LAFCo 2010-01 and 2011-01 for SVSP/ SVUR; LAFCo number to-be-determined for CSP; and LAFCo 2009-03 and 2010-06 for Reason Farms (**hereinafter collectively the "Annexations"**).

C. This agreement is entered into pursuant to the provisions of Article 13, section 29(b) of the State Constitution, which authorizes cities and counties to enter into contracts to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, provided that the contract is approved by two-thirds of both the City Council and the Board of Supervisors.

D. The City and County recognize that the purpose of this agreement is to make equitable allocation and distribution of available revenues consistent with the terms of existing law as mutually understood by the parties and to maximize each party's ability to deliver essential government services in areas annexed to City.

E. This agreement and the related "Agreement Between the City of Roseville and County of Placer Regarding Transfer of Property Tax," dated September 13, 2011 ("**Property Tax Agreement**"), are intended to satisfy the requirements of Revenue and Taxation Code §99(b). The City and County have negotiated these agreements for the exchange of property tax revenues for annexations occurring in the Annexation Areas.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and acts described herein, the City and County agree as follows:

Section 1. Recitals

1.1. The foregoing recitals are true and correct and are part of this agreement.

Section 2. Establishment of Separate Tax Rate Area

2.1. County will work with the County Auditor to establish a separate Tax Rate Area (**TRA**) for each of the Annexation Areas and will report to City the actual amount of the 1% ad valorem property tax revenues¹ available for allocation and distribution from the TRA under this agreement.

Section 3. Transfer of Sales and Use Tax Revenues to County

3.1. City will transfer to County, as set forth herein, a portion of the sales and use tax revenues City receives pursuant to City's Bradley-Burns Uniform Sales and Use Tax ordinance (Roseville Municipal Code Chapter 4.20).

3.2. From and after the first fiscal year following the effective date of each Annexation, and continuing for a period of five years, the amount of sales and use tax revenues to be transferred by City to County will be an amount equal to 100% of the

¹ 1% AD VALOREM PROPERTY TAX REVENUES is defined to mean: The 1% ad valorem property tax authorized by Article 13A, section 1 of the California Constitution, assessed on the full value of the property in the Annexation Areas, to include both the base property tax revenues and the incremental property tax revenues. "Base property tax revenues" means property tax revenues accruing to each affected agency in the applicable fiscal year, based on the AB-8 gross levy prior to adjustments and revenue transfers relative to the Educational Revenue Augmentation Fund (**ERAF**). "Incremental property tax revenues" means the amount of property tax revenues attributable to growth in assessed valuation for the affected tax rate area identified for the Annexation Areas.

revenue received by City pursuant to section 4.2 of the Property Tax Agreement, after application of the City's ERAF.

3.3. Commencing at the conclusion of the five year period, and continuing thereafter until and unless modified upward pursuant to paragraph 3.4 below or pursuant to paragraph 6.2 of the Property Tax Agreement, the amount of sales and use tax revenues to be transferred by City to County will be an amount equal to: 18.25% of the blended cumulative 1% AD VALOREM PROPERTY TAX REVENUES from the SVSP/ SVUR, CSP, and Reason Farms Annexation Areas, regardless of the revenues available in specific TRAs.

3.4 In the event that revenue from the property tax is allocated between City and County in accordance with the provisions of paragraph 6.1 of the Property Tax Agreement, the obligation of City to transfer revenues to County under Sections 3.1. through 3.3 of this agreement shall become the obligation of County to City, to the extent of City's share of the property tax revenues under this section.

3.5. The party required to transfer sales and use taxes shall transfer the sales and use tax revenues to the other party within 60 days following the transferring party's receipt of each report provided pursuant to Section 2.1. above.

3.6 In the event that the County discontinues the procedures authorized by Revenue and Taxation Code §§4701 *et seq.* (the "Teeter Plan"), the amount of sales and use tax revenues to be transferred will be exclusive of any penalties and/or interest the City receives due to late payment or delinquency of property taxes.

Section 4. Transfer of Additional Sales and Use Tax Revenues Generated Within the Annexation Areas to County

4.1. After the five year transition period, City will also transfer to County, as set forth below, additional sales and use tax revenues generated in or attributable to each of the Annexation Areas that City receives pursuant to City's Bradley-Burns Uniform Sales and Use Tax ordinance (Roseville Municipal Code Chapter 4.20).

4.2. City shall retain 100% of the 1% Bradley-Burns Uniform Local Sales and Use Tax Revenues² generated in each of the Annexation Areas to the City for a period of 5 years commencing upon the effective date that the Annexation is completed.

² 1% Bradley-Burns Uniform Local Sales and Use Tax Revenues is defined to mean: The revenues from the Bradley-Burns Uniform Local Sales and Use Tax Law 1% rate, and as amended, authorized pursuant to California Revenue and Taxation Code section 7200 *et. seq.*,

4.3. Commencing after the 5-year period set forth in paragraph 4.2 runs and continuing until and unless modified upward pursuant to paragraph 4.4 below, the sales and use tax revenues generated in the Annexation Areas to be transferred by the City to the County will be 11.5% of the 1% Bradley-Burns Uniform Local Sales and Use Tax allocated to the City as determined by the State Board of Equalization or other applicable agency.

4.4. (A) At the beginning of the 15th year following the effective date of the completion of the first of the Annexations, the amount of sales and use tax revenues to be transferred by the City to County will increase from the 11.5% set forth in paragraph 4.3, up to 16%, as justified pursuant to subparagraphs (B) through (D), below. Any sales and use tax revenues distributed to the County prior to any modification shall be retained by the County.

(B) Fifteen years from the signing of this Agreement by both parties, the City and County agree to a limited reopener of subparagraph 4.4(A) of the Agreement for additional review, discussion and resolution of any issues regarding the scheduled increase of the 11.5% sales and use tax revenues to be transferred by the City to the County. The purpose of the limited reopener is to address whether the increase should still take effect and if so, if the increase should be something less than the 16%.

(C) In anticipation of the Reopener, 14 years from the signing of this Agreement by both parties, the City and County will undertake the following process: (1) Within 45 days both parties will agree to a mutually acceptable fiscal expert consultant who will produce a study that will serve as the initial premise with respect to the reopener discussion. The purpose of the study is to provide a basis for discussing the percentage of sales tax distribution prospectively. The methodology of the study will include evaluating and defining the relative financial/ fiscal health/condition of both jurisdictions in operating and non-enterprise funds. The analysis should include, unless otherwise agreed to by the parties, consideration of: (a) Operating costs of both jurisdictions, (b) revenues available from the Annexation areas, including revenues from the development areas to fund these ongoing costs, (c) level of reserves and

and/or its successor and complementary statutory schemes. It includes sales tax on gross receipts from retail sales of tangible personal property; use tax on the sales price of tangible personal property stored, used or consumed; and revenues allocated through Countywide or Statewide Pools to the extent that any and all of these can be allocated to a location within the annexation area. It includes any revenues subject to an exchange, flip, swap, in lieu of, or other adjustment occurring due to any State of California, City of Roseville, voter, or judicial action. It does not include any amount authorized by City of Roseville voters extending the sales tax beyond the 1% Bradley-Burns rate for specific City of Roseville services.

contingencies, and (d) ability to maintain service level changes and changes in mandated services since the Effective Date of this Agreement. (2) City and County, in consultation with the consultant, will agree upon costing and revenue formulas within the same period for both the City's and County's services. If no agreement can be reached the consultant will determine the costing and revenue formulas. (3) Within 45 days after the selection of the expert consultant, City and County will submit to the consultant appropriate data and supporting documents in support of a study.

(D) Arbitration. (1) If the City and County cannot reach a mutually acceptable agreement upon reopening pursuant to subparagraphs 4.4(B) and (C), then the resolution of any issues related to the provisions of paragraph 4.4(A) will be resolved through binding arbitration. The City and County will agree to a mutually acceptable arbitrator and agree to the arbitration process to be used. If the parties cannot agree to an arbitrator then they will use an arbitrator appointed by the American Arbitration Association. If the parties cannot agree to an arbitration process to be used then the arbitration will proceed under the rules prescribed by the American Arbitration Association's appointed arbitrator. (2) No arbitration shall result in and an arbitrator shall not have jurisdiction to order: (a) a reduction in the County's property tax share revenue as set forth in section 3 and in the Property Tax Agreement, or (b) sales and use tax revenues transferred by the City to County at a rate of less than the 11.5% set forth in paragraph 4.3

4.5. The City shall pay to the County the 1% Bradley-Burns Uniform Local Sales and Use Tax Revenues identified in sections 4.3- 4.4 above, within 30 days of the City's receipt of allocations from the governmental entity or agency then allocating such revenues. The City shall document the actual sales and use taxes, as reported by the State Board of Equalization to support the periodic payments made by the City to the County.

Section 5. Independent Audit

5.1. City and County shall jointly hire an independent firm to audit the 1% AD VALOREM PROPERTY TAX REVENUES available for allocation and distributed to City from the Annexation Areas. The audit shall be performed at least once every two years, but only as provided hereinafter. However, in order to avoid the expense of an audit prior to revenues becoming sufficient to warrant such an expense, no audit shall be performed until either party has given notice to the other that an audit is requested. Any adjustments to payment of sales and use tax revenues which are required as a result of the audit will occur within 60 days of actual receipt of the audit by both City and County. The adjustments will be in the form of an additional transfer of revenues if any additional sales tax revenues are due by City to County, or in the form of reimbursement to the

City if the audit discloses that the County received more sales tax revenues than it should have received.

5.2. City and County shall jointly hire an independent firm to audit the 1% Bradley-Burns Uniform Local Sales and Use Tax Revenues generated in each Annexation Area and available for distribution under section 4, above. The audit shall be performed at least once every two years, but only as provided hereinafter. However, in order to avoid the expense of an audit prior to revenues becoming sufficient to warrant such an expense, no audit shall be performed until either party has given notice to the other that an audit is requested. Any adjustments to payment of sales and use tax revenues which are required as a result of the audit will occur within 60 days of actual receipt of the audit by both City and County. The adjustments will be in the form of an additional transfer of revenues if any additional sales tax revenues are due by City to County, or in the form of reimbursement to the City if the audit discloses that the County received more sales tax revenues than it should have received.

Section 6. Default

6.1. In addition to any remedies County may have at law or in equity in the event of City's default, the County Auditor may withhold from property tax payments due to City an amount equal to the amount of sales and use tax revenues which City has failed to pay to County in a timely manner, provided that (a) County may not exercise this right of offset until 90 days following receipt by City of property tax revenues used to calculate the amount of the sales and use tax payment and (b) County shall have first given City thirty (30) days written notice of County's intent to offset.

6.2. In the event that City fails to transfer sales and use tax revenues within the times specified in sections 3 and 4, City shall pay County interest compounded monthly at a rate equal to the County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

Section 7. Effective Date

7.1. This agreement shall become effective upon the latest of the dates it is signed below by the City Mayor and the County Chairman of the Board.

Section 8. Termination

8.1. This agreement may be terminated only by mutual written agreement of the City and County.

Section 9. Additional Documents

9.1. The City and County agree to cooperate in the execution of any additional documents which may be required to carry out the terms of this agreement.

Section 10. Indemnification

10.1. In the event that this agreement is the subject of a third party legal challenge, City will defend any such action on behalf of itself and County, and will indemnify County against any damages which may be awarded against County in such a lawsuit.

Section 11. Counterparts

11.1. This agreement may be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its Mayor, and Placer County has authorized its execution by the Chair of its Board of Supervisors in accordance with Resolution No. 2011-_____, on the dates set forth below.

CITY OF ROSEVILLE

COUNTY OF PLACER

By: _____
Pauline Roccucci
Mayor

By: _____
Robert Weygandt
Chairman, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Sonia Orozco
City Clerk

By: _____
Ann Holman
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Brita Bayless
City Attorney

By: _____
Anthony La Bouff
County Counsel

Exhibits: A – Sierra Vista Specific Plan
B – Creekview Specific Plan
C – Reason Farms Land Use



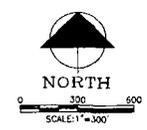
PRELIMINARY STREET GEOMETRY, ACREAGE, and DWELLING UNIT COUNTS
WESTBROOK

Land Use	Acres (gr.)	Acres (net)	D.U.
LDR	145.7	140.9	705 ⁽¹⁾
MDR	83.6	79.4	635 ⁽¹⁾
HDR	27.6	25.2	689 ⁽¹⁾
CC	37.0		
CC(CMU)	6.3		
P/QP (School)	10.0		
P/QP (well site)	0.3		
PARK	15.5		
OPEN SPACE	36.6		
MAJOR ROADS	34.8		
SITE TOTALS	397.4		2028

NOTES:
 (1) LDR Dwelling Units based on net acres @ 5.0 d.u./ac.
 (2) MDR Dwelling Units based on net acres @ 8.0 d.u./ac.
 (3) HDR Dwelling Units based on gross acres @ 25.0 d.u./ac.

SIERRA VISTA LOT NUMBER KEY

LOT NUMBERS	LAND USE
1 - 19	Low Density Residential (LDR)
20 - 29	Medium Density Residential (MDR)
30 - 39	High Density Residential (HDR)
40 - 49	CC/CMU/BP
50 - 59	Park (PR)
60 - 69	Public / Quasi-Public (POP)
70 - 79	Open Space (OS) - Paseos
80 - 89	Open Space (OS)
90 - 99	Urban Reserve (UR)
100	Major Roads



SPECIFIC PLAN LAND USE EXHIBIT Westbrook

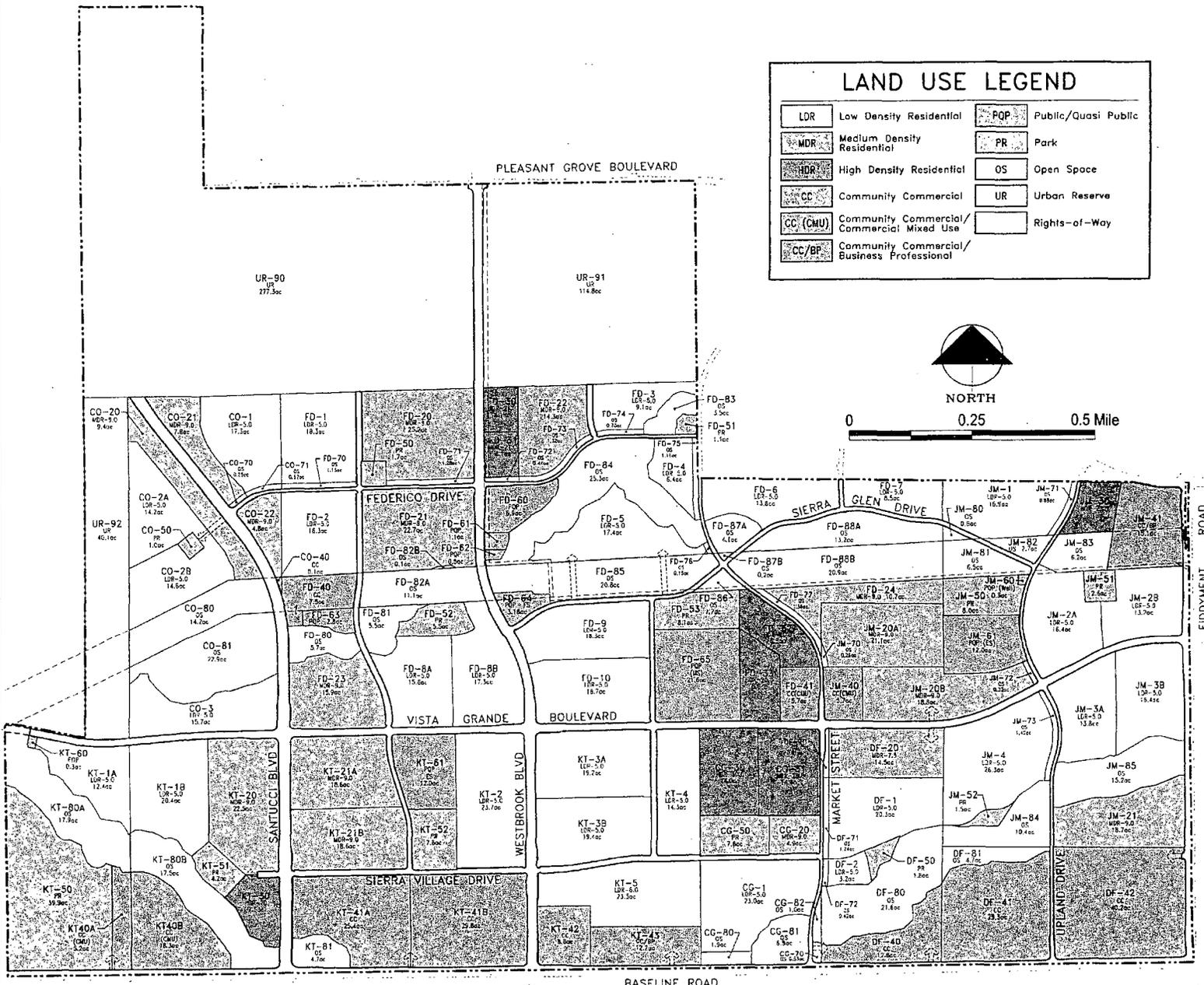
Westpark Associates MacKay & Soms Civil Engineers, Inc.
 Scale: 1" = 300' Roseville, California March 1, 2011



Exhibit A - Sierra Vista Specific Plan

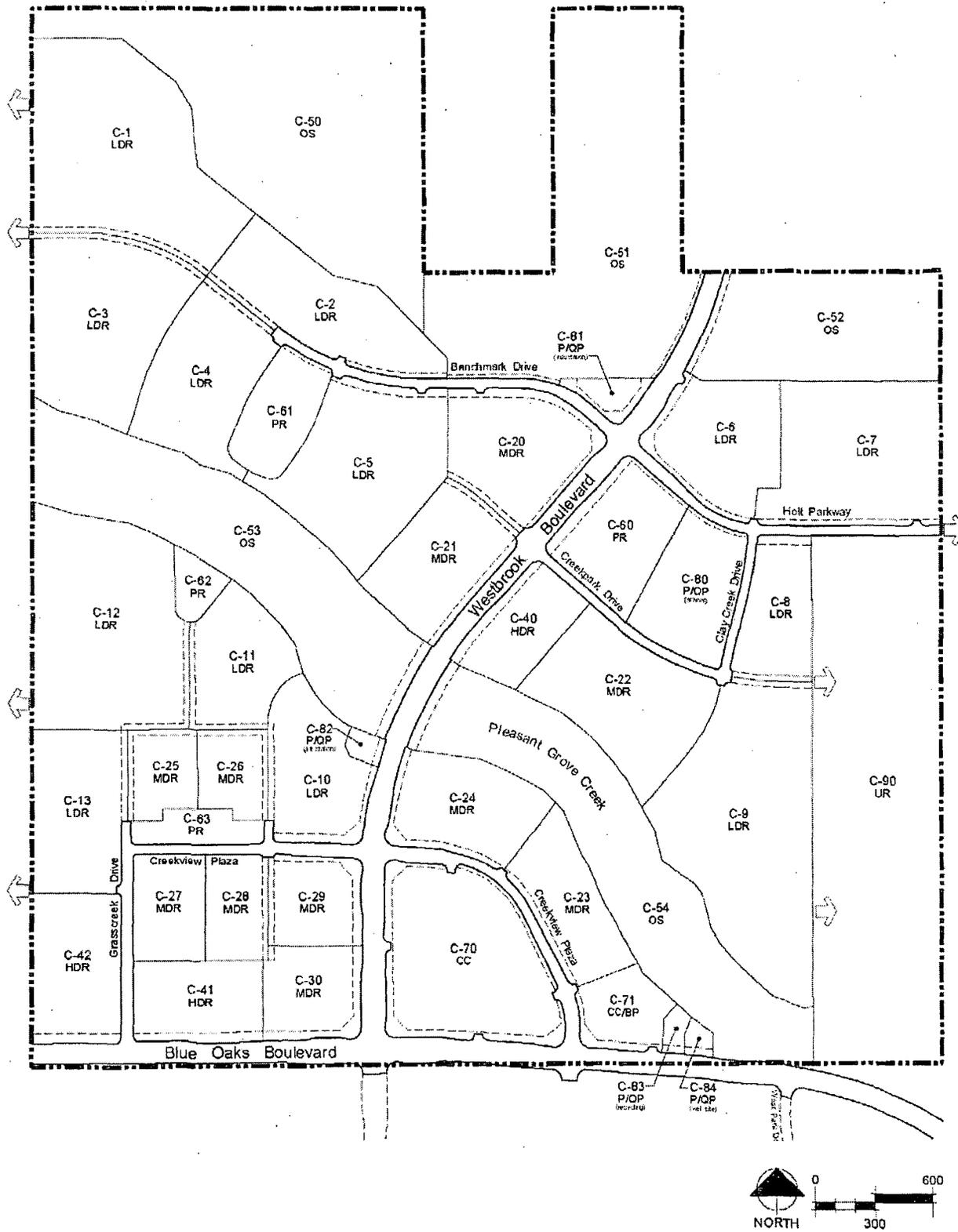
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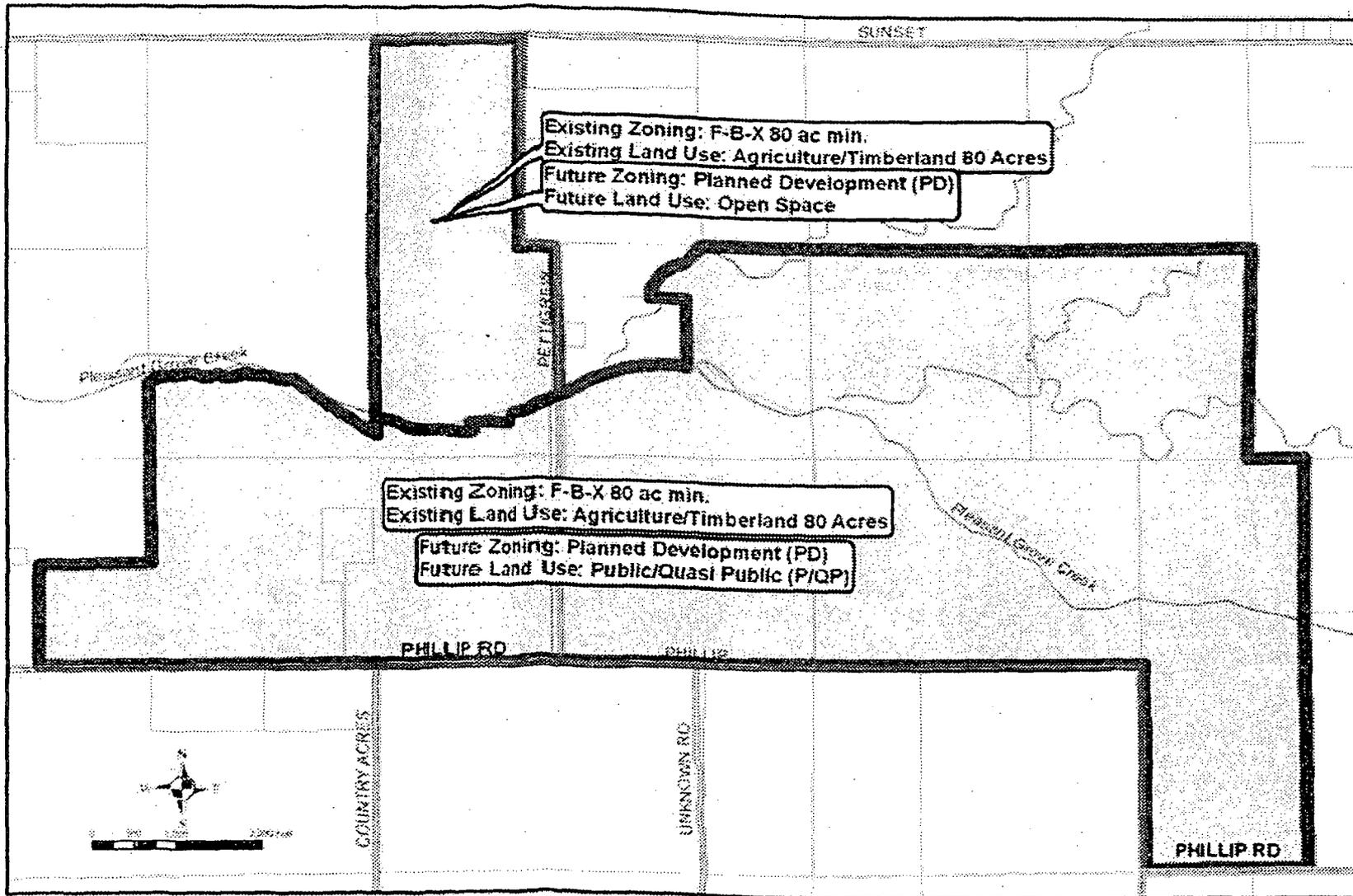
Figure 4-1: Land Use Map



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Figure 4.1: Land Use Map





MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF PLACER AND THE CITY OF ROSEVILLE
(WEST PLACER REORGANIZATION)

WHEREAS, the County of Placer (“County”) and the City of Roseville (“City”) have met and entered into agreements which provide (1) the City with a fiscally sound basis for development to proceed within the City of Roseville as areas of the County are annexed to the City, and (2) the County with fiscal resources to assist with funding necessary governmental services to the citizens of Placer County both inside and outside of the City’s present and future boundaries, and

WHEREAS, the City has filed applications with the Placer Local Agency Formation Commission (LAFCo) to amend its sphere of influence and to annex territory commonly referred to as Reason Farms (LAFCO 2009-03), and to amend its sphere and to annex territory commonly referred to as the Sierra Vista Specific Plan (LAFCO 2010-01), and

WHEREAS, LAFCo has conducted hearings and approved municipal service reviews as part of LAFCO 2009-03 and LAFCO 2010-01 as a prelude to considering taking actions therein, and during these proceedings the County expressed its desire to have the City’s existing sphere of influence revised to remove any and all territory within the County’s Sunset Industrial Area Plan (SIAP) from the City’s sphere, and

WHEREAS, the City and the County have entered into tax agreements which satisfies the requirements of Revenue and Taxation Code Section 99(b)(6) which allows the LAFCo Executive Officer to issue certificates of filing pursuant to Government Code Section 56658 for LAFCO 2009-03 and LAFCO 2010-01, and

WHEREAS, the City and the County wish to memorialize their agreement as to their understanding regarding their processing of LAFCO 2009-03 and LAFCO 2010-01,

NOW, THEREFORE, the County and the City hereby agree as follows:

- 1) Within fifteen (15) days of the date of final execution of the agreement regarding apportionment of sales and use tax and the agreement regarding transfer of property tax between the City and the County, the City agrees to submit to LAFCo an amended application in LAFCO 2009-03 to request that Roseville’s existing sphere of influence be revised to remove any and all area within the County’s SIAP as shown in Exhibit 1, attached hereto and incorporated herein.
- 2) At the time it submits its amended application, the City agrees to request to LAFCo that LAFCO 2009-03 be heard and action be taken by LAFCo on LAFCO 2009-03 prior to LAFCo’s consideration of LAFCO 2010-01.

3) The City will request, and the County will support, that LAFCo schedule LAFCO 2009-03 and LAFCO 2010-01 for sequential hearing on the same day.

4) The County agrees, subject to LAFCo taking action to amend Roseville's sphere to remove the County SIAP in LAFCO 2009-03, that it will support the City's request in LAFCO 2009-03 to annex Reason Farms.

5) The County agrees, subject to LAFCo taking action to amend Roseville's sphere to remove the County SIAP in LAFCO 2009-03, that it will support the City's request in LAFCO 2010-01 to amend the sphere to add the "western addition" to Roseville's sphere adjacent to the southwest corner of Roseville's existing sphere and to annex the Sierra Vista Specific Plan which is shown in Exhibit 1.

6) The County agrees, subject to LAFCo taking action to amend the sphere to remove the County's SIAP in LAFCO 2009-03, it will support a request in the future by the City to annex the area currently within the proposed Creekview Specific Plan.

7) The City and County agree to work on revising and updating the Memorandum of Understanding entered into by the City and the County in 2000 to address issues of regional concern within southwest Placer County that have the potential to impact both jurisdictions.

8) The City and the County agree that, although the decisions (1) to amend of the City's sphere to remove the County's SIAP, (2) to amend the City's sphere and (3) to annex Reason Farms and the Sierra Vista Specific Plan to the City, are discretionary actions within the independent authority of LAFCo, the parties will each actively support in writing and/or through public testimony that LAFCo take actions consistent with understandings set forth herein.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and Placer County has authorized its execution by the County Executive Officer on the dates set forth below.

CITY OF ROSEVILLE

PLACER COUNTY

BY: _____
Ray Kerridge
City Manager

By: _____
Thomas M. Miller
County Executive Officer

Dated: _____

Dated: _____

ATTEST:

ATTEST:

BY: _____
Sonia Orozco
City Clerk

BY: _____
Ann Holman
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
City Attorney

BY: _____
County Counsel

Attachment: Exhibit 1: Map of Sphere of Influence Adjustments

Sphere of Influence Adjustments

9-8-2011

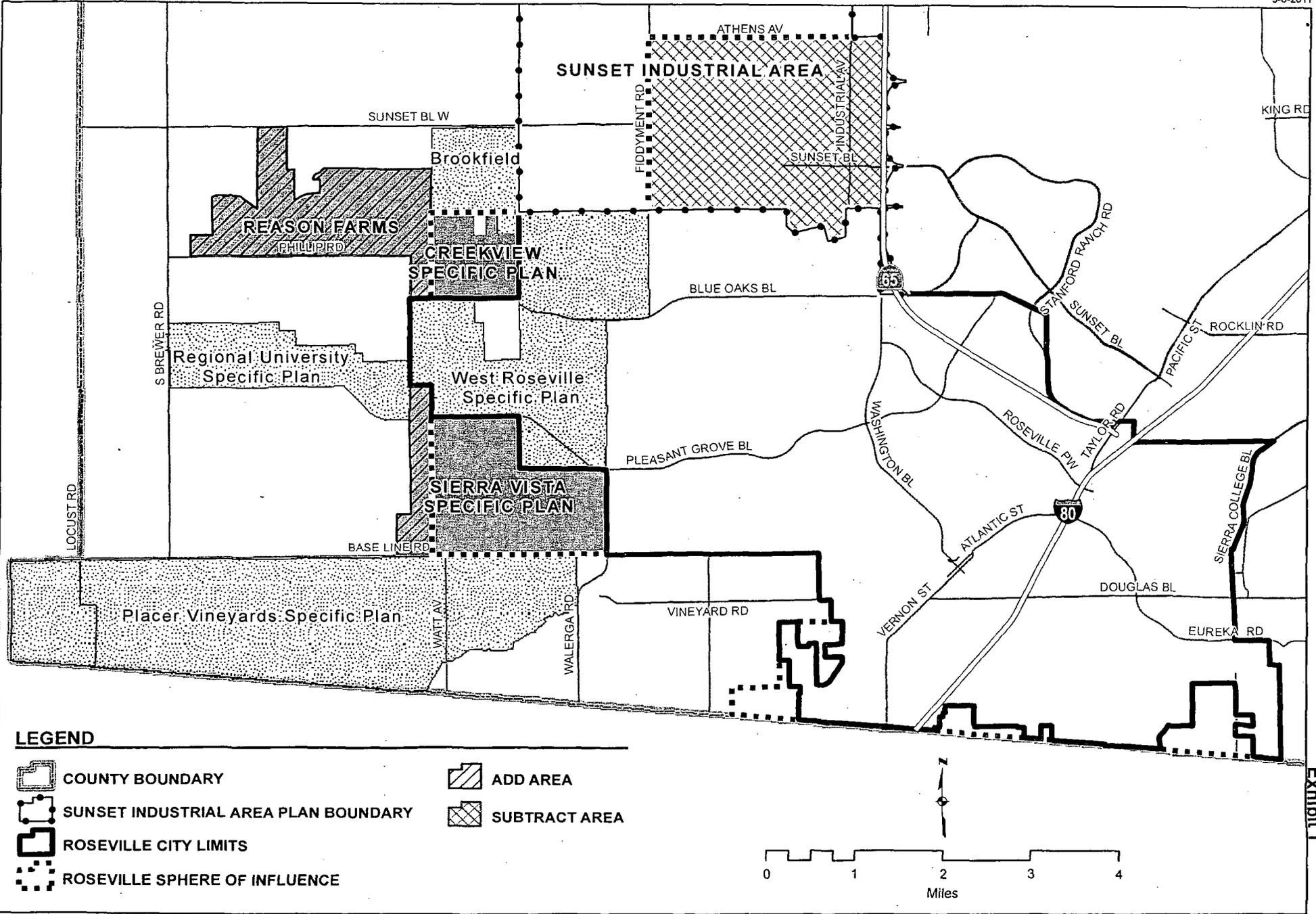


Exhibit 1

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