

SUPPLEMENT ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

INTRODUCTION: The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO
Twentynine Palms Water District

DETACHED FROM

2. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following: **N/A**

a. Has pre-zoning been completed? YES NO

b. If the response to "a" is NO, is the area in the process of pre-zoning? YES NO

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.

N/A

3. For a city annexation, would the proposal create a totally or substantially surrounded island of unincorporated territory?

YES NO If YES, please provide a written justification for the proposed boundary configuration.

N/A

4. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

Not to the District's knowledge.

5. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

Not to the District's knowledge.

6. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract.

N/A

7. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

N/A

8. **PLAN FOR SERVICES:**

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted. This plan shall, at a minimum, respond to each of the following questions and be signed and certified by an official of the annexing agency or agencies.

- A. A description of the level and range of each service to be provided to the affected territory.
- B. An indication of when the service can be feasibly extended to the affected territory.
- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.
- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

CERTIFICATION

As a part of this application, the **Twentynine Palms Water District**, and **Matthew Shragge** (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I acknowledge that annexation to the **Twentynine Palms Water District** may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 12-16-24



SIGNATURE

Matthew Shragge

Property)

Printed Name of Applicant or Real Property in Interest
(Landowner/Registered Voter of the Application Subject

General Manager/Twentynine Palms Water District

Title and Affiliation (if applicable)

CERTIFICATION

As a part of this application, the **Twentynine Palms Water District**, and **John D. Rudometkin** (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

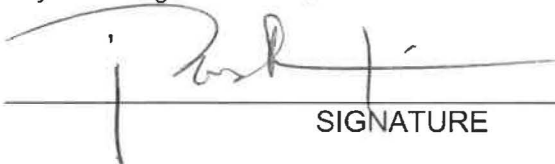
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I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 11/25/24


SIGNATURE

John D. Rudmoetkin

Printed Name of Applicant or Real Property in Interest
(Landowner/Registered Voter of the Application Subject Property)

Land Owner/Applicant

Title and Affiliation (if applicable)

TWENTYNINE PALMS WATER DISTRICT

72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935
760.367.7546 PHONE 760.367.6612 FAX

TO: BOARD OF DIRECTORS

DATE: NOVEMBER 14, 2024

FROM: MATTHEW SHRAGGE, GENERAL MANAGER

SUBJECT: APPROVE RESOLUTION NO. 24-06 APPLICATION BY THE BOARD OF DIRECTORS OF THE TWENTYNINE PALMS WATER DISTRICT REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF ASSESSOR PARCEL NUMBER 0634-121-15 TO THE TWENTYNINE PALMS WATER DISTRICT

BACKGROUND

In July of this year, Assessor's Parcel #0634-121-15 was purchased by a new owner. This parcel is on the north side of Old Chisholm Trail and west side of Bullion Mountain Road. There is a fire hydrant located at the corner of Old Chisholm Trail and Bullion Mountain Road which is connected to the District's water mainline. However, the parcel in question is outside the District's boundary but within the District's Sphere of Influence.

The new buyer has been in contact with the District and is aware that a successful LAFCO annexation process would have to take place for the District to install a water meter on this parcel. The buyer has engaged the District to annex the parcel in question and is aware that he will be required to submit all LAFCO deposits and fees directly to LAFCO.

Staff has prepared all the necessary documents and draft Resolution required by, and in consultation with, San Bernardino Local Agency Formation Commission (LAFCO). Initiation of the annexation process requires the Board of Directors to adopt the Resolution requesting LAFCO to initiate the proceedings. This application will be forwarded to LAFCO for processing. Once the annexation process is completed, the owner would then be allowed to submit an application to the District and pay the fees associated with installation of a new water meter.

FISCAL IMPACTS

There is no fiscal impact, as the property owner shall be responsible for all fees, costs, and expenses incurred by the District in connection with the District's LAFCO application. Impacts on the District would be staff's time preparing the LAFCO application and following the process through completion of the project.

RECOMMENDATION

Staff is making the recommendation to approve Resolution 24-06 Initiating the Proceedings for the Annexation of Assessor's Parcel #0634-121-15 to the Twentynine Palms Water District. Adopting the Resolution so that the annexation package can be transmitted to LAFCO for processing.



TWENTYNINE PALMS WATER DISTRICT

INDEMNIFICATION AGREEMENT BY PROPERTY OWNER IN FAVOR OF TWENTYNINE PALMS WATER DISTRICT (DISTRICT) IN CONNECTION WITH THE DISTRICT'S SAN BERNARDINO LAFCO APPLICATION FOR ANNEXATION OF THE PROPERTY OWNER'S PROPERTY TO THE DISTRICT'S SERVICE TERRITORY FOR WATER SERVICE

In consideration for the LAFCO application filed by Twentynine Palms Water District (District) for the benefit of the undersigned Property Owner in order for the Property Owner to connect to the District's water system for water service to the Property Owner's property located at:

APN: 0634-121-15

A 40 Acre Vacant Lot on Old Chisholm Trail (Squaw Road) at Bullion Mountain (Northwest Corner)

The Property Owner agrees as follows:

The Property Owner shall be responsible for all fees, costs and expenses (LAFCO Costs) incurred by the District in connection with the District's LAFCO application mentioned above which, if successful, should enable the Property Owner to apply for a water connection to and water service from the District. Such LAFCO Costs include any fees, costs, and expenses charged by LAFCO and any attorneys' fees charged by LAFCO or incurred by the District in connection with the District's LAFCO application. Such costs and expenses are in addition to the regular payment by the Property Owner of the District's water rates, fees, and charges for such water connection and water service.

In addition, the Property Owner and the District agree that the District shall, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs, or any other costs arising out of or in any way related to the District's LAFCO application or any third party legal challenge to the Agency's LAFCO application. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible to the District.

Therefore, the Property Owner shall defend, indemnify, and hold harmless the District (with legal counsel chosen by the District), its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including actual attorney's fees incurred by the District, courts costs, interest, defense costs including expert witness fees, and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of or arising out of, or in any

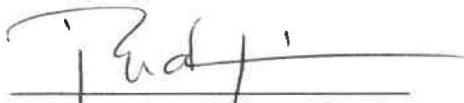
LAFCO Application – Annexation Indemnification Agreement APN 0634-121-15

way attributable actually, allegedly or impliedly, in whole or in part, in connection with the District's LAFCO application. All obligations under this provision are to be paid by Property Owner as they are incurred by the District.

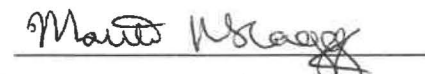
Each of the persons signing below represent that they have the authority to act on behalf of the respective parties to this indemnification agreement and to bind those parties to the obligations of this agreement.

Executed in Twentynine Palms, California on the date indicated by each signature below.

Property Owner


By: John D. Rudometkin
Date: 11/25/24

Twentynine Palms Water District


By: Matthew Shrage
Date: 11-25-24