



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** August 13, 2013

From: Ralph Wright **Item No:** 10
Parks and Recreation Manager
Parks and Recreation Department

Subject: AUTHORIZE THE PURCHASE OF TAX DEFAULTED PROPERTY FOR
A FUTURE NEIGHBORHOOD PARK

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

That the Town Council;

1. Execute the agreement with San Bernardino County and authorize the purchase of the parcel designated in Exhibit A for the purchase price of the not to exceed amount of \$13,050.00, and
2. Approve Budget Amendment Number 14-3 to appropriate \$13,050 for purchase of the designated parcel.

SUMMARY:

From time to time, the Town is made aware of tax defaulted properties that are scheduled for upcoming auctions. Staff reviews this information and evaluates whether or not the property can potentially be used for Town purposes. The undeveloped parcel designated in Exhibit A is located in the Desert Knolls area on the southwest side of Apple Valley and provides an opportunity for the Town to acquire the property for a future park. The cost of acquisition is limited to the cost of the taxes due and minimal reimbursement of advertising costs for the property totaling \$13,050.00.

BACKGROUND:

One of the strategies approved in the Parks and Recreation Master Plan, was acquisition of land for future parks in Apple Valley when it becomes available. The parcel listed in Exhibit A is located in an area of Town that is currently underserved

within the service parameters of our park system and designated as an area for a future neighborhood park.

The property is currently undeveloped and will provide the Town an opportunity to develop a future park in the residential area. The purchase of this tax-defaulted property affords the Town an opportunity to acquire land for a future park. While development of a park in this area is proposed in the Master Plan of Parks and Recreation Services, securing funding for both the development of the park as well as the ongoing maintenance and operations cost would be needed prior to a development plan.

FISCAL IMPACT:

The purchase and acquisition of the property was not a budgeted item. Quimby funds will be used in the amount of \$13,050.00. Approval of Budget Amendment Number 14-3 will appropriate sufficient funding to fund this expenditure.

ATTACHMENTS:

- 1) Agreement to purchase tax defaulted property(Included within is Exhibit A)
- 2) Assessor's Office Parcel Track Map
- 3) Budget Amendment Number 14-3

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement is made this _____ day of _____, _____, by and between the Board of Supervisors of San Bernardino County, State of California, and the Town of Apple Valley ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A", is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That, as provided by Revenue and Taxation Code §3800, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. That the PURCHASER agrees to pay the sum of \$ 13,050 for the real property described in Exhibit "A" within 15 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. The property sold pursuant to this agreement is offered and sold as is. The State, the County, and each employee of those entities acting in the employee's official capacity in preparing, conducting, and selling property under this agreement, are not liable for any known or unknown conditions of the property, including, but not limited to, errors in the Assessor's records pertaining to improvement of the property.
4. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:

5. That, if said purchaser is a taxing agency as defined in the Revenue and Taxation Code §121 or any other agency that receives its revenue share under the provision of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by §3791 and §3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart each of which constitutes an original

ATTEST:

(Purchaser)
(seal)

By: _____

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

BOARD OF SUPERVISORS

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____

By _____
Deputy
(seal)

By _____
Janice Rutherford, Chair

Pursuant to the provisions of Revenue and Taxation Code §3775, the governing body of the Town of Apple Valley, hereby agrees to the selling price as provided in this agreement.

ATTEST:

Town of Apple Valley

Deputy
(seal)

By _____
Mayor

Pursuant to the provisions of Revenue and Taxation Code §3795, the Controller approves the foregoing agreement this _____ day of _____.

JOHN CHIANG, CALIFORNIA STATE CONTROLLER

By: _____
LINDA YAMANAKA, BUREAU CHIEF
Local Government Policy and Reporting

EXHIBIT A

Town of Apple Valley

0479-055-03-0000 \$ 13,050.00

Total: \$ 13,050.00

This is to notify you of the your obligations relating to the American Recovery and Reinvestment Act of 2009, pursuant to the Contract ___-___ with San Bernardino County effective _____, 2013.

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

I do hereby acknowledge receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understand and agree to the contractual obligations stipulated herein for contracts with San Bernardino County.

Printed Name

Signature

Title

Company or Organization

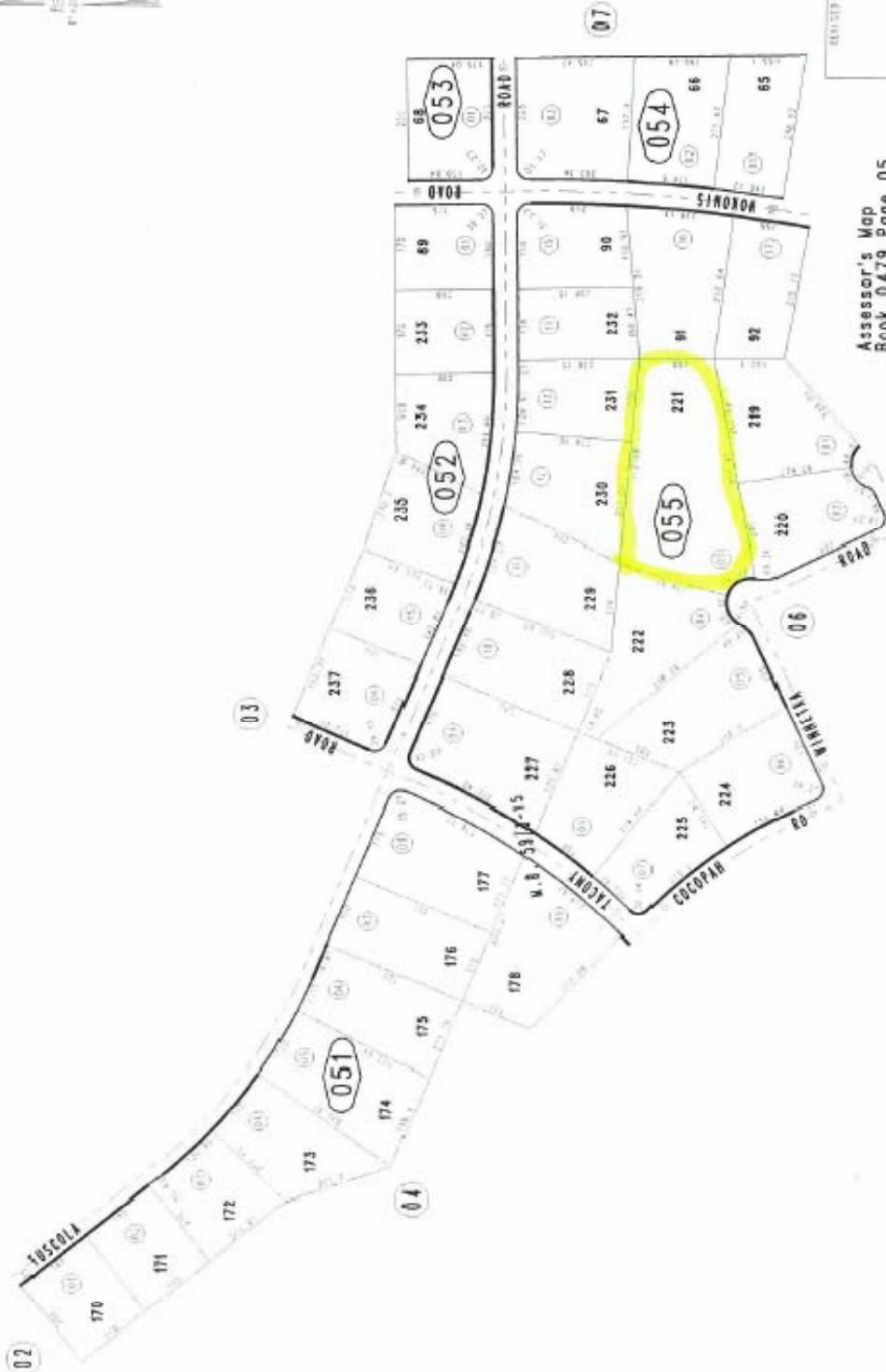
Contract Number(s)

Date

Ptn. Rancho Verde Estates No. 1, Tract No. 4928
M.B. 59/3-15

Town of Apple Valley 0479-05
Tax Rate Area
21026

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY



Assessor's Map
Book 0479 Page 05
San Bernardino County

June 2004



TOWN OF APPLE VALLEY
BUDGET AMENDMENT REQUEST

14-3

Requesting Department	Prepared By	Date Prepared
Parks and Recreation	Ralph Wright	August 13, 2013

REVENUES AND OTHER FINANCING SOURCES

Account Description	Fund	Dept	Account No.	Amendment Amount
REVENUE TOTAL				-

EXPENDITURES AND OTHER FINANCING USES

Account Description	Fund	Dept	Account No.	Amendment Amount
Land Acquisition				13,050
EXPENDITURE TOTAL				13,050

PURPOSE

Appropriate Quimby Funds for the purchase of future Parks Land

Department Director	Date	ATM Fin. & Admin./Asst. Fin. Dir.	Date

Town Manager	Date	Entered by	Date