



Resource Management Agency COUNTY OF TULARE AGENDA ITEM

KUYLER CROCKER District One

PETE VANDER POEL District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND District Five

AGENDA DATE: December 17, 2019 – REVISED

Public Hearing Required Scheduled Public Hearing w/Clerk	Yes ☐ N/A ⊠ Yes ☐ N/A ⊠
Published Notice Required	Yes \(\begin{array}{ccc} N/A \(\beta \)
•	
Advertised Published Notice	Yes ☐ N/A ☒
Meet & Confer Required	Yes ☐ N/A ⊠
Electronic file(s) has been sent	Yes ⊠ N/A ∐
Budget Transfer (Aud 308) attached	Yes ☐ N/A ⊠
Personnel Resolution attached	Yes ☐ N/A ⊠
Agreements are attached and signature	e line for Chairman is marked with
tab(s)/flag(s)	Yes ☐ N/A ⊠
CONTACT PERSON: Celeste Perez PHC	ONE: 559-624-7000

SUBJECT: Partial Non-Renewal of Agricultural Preserve Contract and Land

Conservation Contract Amendment

REQUEST(S):

Request that the Board of Supervisors:

1. Authorize the filing of Notice of Partial Non-Renewal for the following Land Conservation Contract, as provided in the Williamson Act. The request fulfills conditions resulting from a Tentative Parcel Map.

WAN 19-014 – Williamson Act Contract No. 4530, Ag Preserve No. 0683, located at 18977 Avenue 176, on the southwest corner of the intersection of Avenue 176 and Road 192, northwest of the City of Porterville, (APNs: 236-080-008 & 012) (Frank Lourenco) (2.69 acres to be Non-Renewed as a condition of PPM 19-015) (77.76 acres are subject to contract amendment).

- 2. Approve the execution of amendment to the Land Conservation Contract as condition of approval for the aforementioned Partial Non-Renewal; and
- 3. Authorize the Chairman to sign the amendment to the Williamson Act Contract.

SUMMARY:

One (1) Notice of Partial Non-Renewal of Williamson Act Contract has been received pursuant to Government Code Section 51245 (Williamson Act). The notice was filed to meet a condition of approval for one tentative parcel map. The notice will affect 2.69 acres. The amended Land Conservation Contract will affect a total of 77.76 acres.

SUBJECT: Partial Non-Renewal of Agricultural Preserve Contract and Land

Conservation Contract Amendment

DATE: December 17, 2019

On February 10, 2009, your Board adopted policy (Resolution No. 2009-0091) applicable to actions involving Williamson Act Contracts occurring after July 22, 2008, including Partial Non-Renewals that require that when taking the above actions, the Williamson Act contract will be amended to include language giving the Board authority to unilaterally declare the contract terminated, as null and void should the State of California fail to pay subvention funds off-setting property tax loss as required by the Open Space Subvention Act and language suggested from the County of Humboldt vs. McKee case (165 Cal. App. 4th 1476 (CA 1st Dist. 2008)) requiring compliance with new land use regulations and policies upon the annual renewal of existing contracts. Your Board required the new provision for termination to be implemented for alterations to Land Conservation Contracts, including Partial Non-Renewal applications, submitted after July 22, 2008.

The above-referenced Notices of Partial Non-Renewal were submitted after July 22, 2008, and are subject to the requirements for an amended contract.

FISCAL IMPACT/FINANCING:

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 2.69 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

The Non-Renewal process typically takes ten years for the Land Conservation Contract to end. Property assessments and tax revenue increase incrementally during Non-Renewal and reach full market value when the property completes Non-Renewal. The County General Fund receives only sixteen percent (16%) of total property tax revenue charged to a property.

The passage of AB 1265 in 2011 authorized counties that receive less than one-half of their foregone property tax revenue from the State Open Space Subvention Program to revise the term of the Williamson Act from ten (10) years to nine (9), or from 20 years to 18 years, a 10 percent reduction in contract length, and a reduction of 10 percent of the property tax relief provided by counties to landowners pursuant to the Williamson Act. The policies of AB 1265 were implemented by Tulare County Board of Supervisors Resolution No. 2010-0926.

The applicants pay a flat fee of \$523 each to process Partial Non-Renewal applications. Applicants for amendments to Land Conservation Contracts, without a Partial Non-Renewal, are not currently charged a fee for the staff time involved for preparation of the contract amendment.

SUBJECT:

Partial Non-Renewal of Agricultural Preserve Contract and Land

Conservation Contract Amendment

DATE:

December 17, 2019

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the economic well-being initiative to promote economic development opportunities and effective growth management. The approval of the partial non-renewals would allow for the reorganization and separation of home sites from agricultural portions of the identified parcels.

ADMINISTRATIVE SIGN-OFF:

Aaron R. Bock, MCRP, JD, LEED AP

Assistant Director

Michael Washam Associate Director

Reed Schenke, P.E.

Director

cc: County Administrative Office

Attachment(s) Related Documents and Amended Contracts for each of the following:

1. WAN 19-014 - Lourenco

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

RENEWAL OF AGRICULTURAL PRESCONTRACT AND LAND CONSERVAT	, <u></u>
UPON MOTION OF SUPERVISO	OR, SECONDED BY
SUPERVISOR	_, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN O	OFFICIAL MEETING HELD ON <u>DECEMBER 17,</u>
2019, BY THE FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	JASON T. BRITT COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	Deputy Clerk
* * * * * *	* * * * * * * * * *
	f Partial Non-Renewal for the following Land led in the Williamson Act. The request fulfills re Parcel Map.

- WAN 19-014 Williamson Act Contract No. 4530, Ag Preserve No. 0683, located at 18977 Avenue 176, on the southwest corner of the intersection of Avenue 176 and Road 192, northwest of the City of Porterville, (APNs: 236-080-008 & 012) (Frank Lourenco) (2.69 acres to be Non-Renewed as a condition of PPM 19-015) (77.76 acres are subject to contract amendment).
- 2. Approved the execution of amendment to the Land Conservation Contract as condition of approval for the aforementioned Partial Non-Renewal; and
- 3. Authorized the Chairman to sign the amendment to the Williamson Act Contract.

Attachment 1

Attachments for WAN 19-014 (Lourenco)

• Partial Non-Renewal Application

Exhibit A: Subject Parcel Legal Description

Exhibit B: Ag Preserve Map

• Amended Contract 4530A:

Exhibit A: Contract Land Legal Descriptions

Exhibit B: Map of Land in Amended Contracts

WAN 19-014
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors 2800 West Burrel Avenue Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with <u>all</u> property owners' signatures Notarized; include the legal description of the subject contracted parcel(s) as "Exhibit A" and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2020. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 236-080-008 & 012	(Portion)
Acreage Size if applicable: By execution hereof, the undersigned parties declare under p	Condition of Approval of Planning Project No. PPM 19-015 benalty of perjury that he/she/they constitute and are all of the fee the successors-in-interest of, the owners of such property who
Name, mailing address, and phone number of each current ow	
Frank B. Lourenco	18977 Avenue 176
Porterville, CA 93257	(951) 712-0742
Signature of each current owner: (witnessed by below-named) "A notary public or other officer completing this certificate vo	Deborch G. Lourenco
document to which this certificate is attached, and not the tr	uthfulness, accuracy, or validity of that document."
STATE OF CALIFORNIA, COUNTY OF	S. S.
on October 11, 2019 before	me,
in and for said County and State, personally appeared (printed	y Public
	eborah Livrenco
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 ______ Attachments: Exhibit A: Legal Description, Exhibit B: Map

CHERYL BAILEY
Notary Public - California
Tulare County
Commission # 2150997
My Comm. Expires Apr 28, 2020

WAN <u>/9-0/4</u> Notice of Partial Non-Renewal Page 2

<u>NOTE to Applicants</u>: This form can be used to Nonrenew only <u>one</u> Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff at 559-624-7100 for verification if more than one APN is applied for.

(Below For Official Use Only) The County of Tulare RMA, Economic Development and Planning Branch, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Non-Renewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract: Land Conservation Contract No. 4530 Recorded on (Date) ______ as Document No. _____ Name(s) of Original/Contract Owner(s) The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on ______ by Resolution No. _____ Deputy Clerk of the Board of Supervisors of the County of Tulare "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document." STATE OF CALIFORNIA) COUNTY OF TULARE) On ______ before me, a Deputy Clerk _____ of the Board of Supervisors of the County of Tulare, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 by hand and official seal. Clerk of the Board of Supervisors County of Tulare, pursuant to the Authority of Civil Code Sections 1181 and 1184. Signature: Deputy Clerk

COPIES SENT TO:

RMA, Countywide Planning Division County Assessor – 2 State Dept. of Conservation

DATE			
DAIR			

WAN_{\perp}	
PP ZIIV	

"Exhibit A"

Legal Description of land affected by this Notice of Partial Nonrenewal of Land Conservation Contract

That portion of the West half of the Northeast Quarter of Section 15, Township 21 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

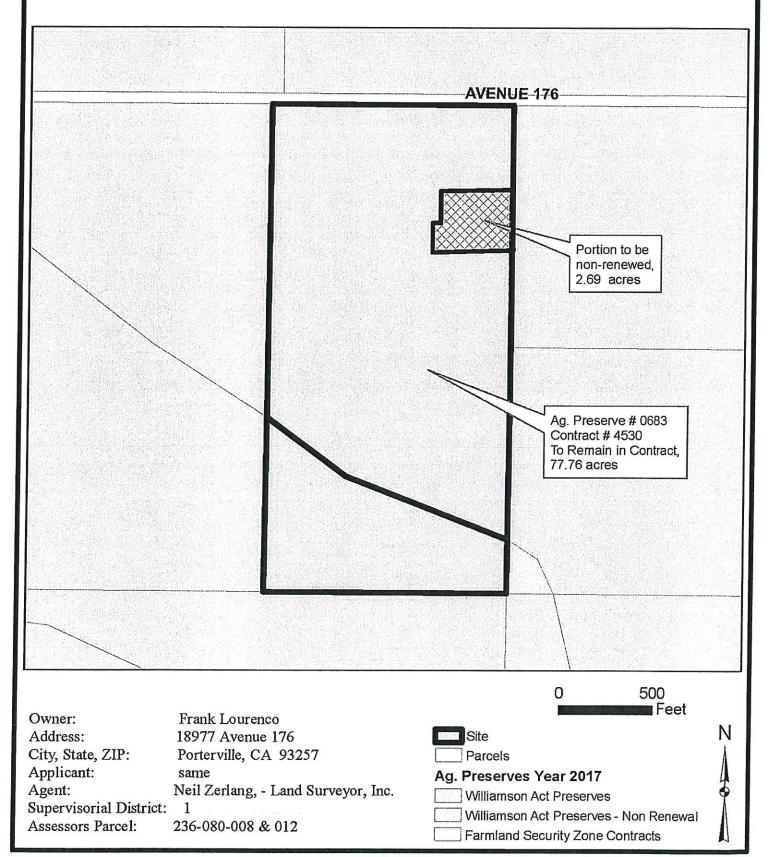
Commencing for reference at the Northeast corner of said West half; Thence South, along the East line thereof, a distance of 390.00 feet to the True Point of Beginning; Thence continuing South along said East line, a distance of 260.00 feet; The West, at a right angle to the aforementioned line, a distance of 463.00 feet; Thence North, a distance of 130.00 feet; Thence East, a distance of 25.00 feet; Thence North, a distance of 130.00 feet; Thence East, a distance of 438.00 feet to the Point of Beginning.

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Exhibit "B" Ag. Preserve Map Partial Non-Renewal No. WAN 19-014





1 2	RECORDING REQUESTED BY and WHEN RECORDED RETURN TO:	
} ‡	Clark Doord of Symposis	
	Clerk, Board of Supervisors 2800 West Burrel Avenue	
	Visalia, CA 93291-4582	
	(No Recording Fee, Per Govt	
	Code Section 6103)	
	AG PRESERVE NO. 0683	
	RESOLUTION NO. 71-669	Area for Recorder's Use Only
	Commence of the complete control of the control of the complete control of the complete control of the contr	TDMENT FO
	LAND CONSERVATIO	
	RECORDED ON _ February 9, 1971	
ľ	THIS AMENDMENT TO LAND CO	ONSERVATION CONTRACT HEREB
REFERRED TO AS AGREEMENT NO. 4530A_, RESOLUTION NO		
is made and entered into as a result of a <u>Tentative Parcel Map No. PPM 19-015</u>		
1	Application for APN No. <u>236-080-008 & (</u>	012 , as of this da
C	of, 20 <u>19</u> , by ar	nd between Frank B. Lourenco and Debb
1	A. Lourenco, Trustees of the Frank B. I	Lourenco Family Trust of 1995
	hereinafter referred to as the "Owner", an	nd the COUNTY of TULARE, hereinaft
	referred to as the "County";	4
	referred to as the county,	
	referred to as the county,	*
		*
	<u>WITNESSETH</u>	
	<u>WITNESSETH</u>	property in the County of Tulare, State
	<u>WITNESSETH</u>	
	WITNESSETH WHEREAS, the Owner owns real	

WHEREAS this contract amendment applies only to the owners of the Subject 1 2 Property: A.P.N. No(s). 236-080-008 & 012 3 WHEREAS, the original Land Conservation Contract was entered into pursuant to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an 4 5 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue 6 and Taxation Code; WHEREAS, the Owner has applied for a Partial Notice of Non-Renewal of 7 8 said Land Conservation Contract Number $\frac{4530}{}$ in regards to all or a portion the Subject Property APN # 236-080-008 & 012 to satisfy the conditions set 9 10 forth as a Condition of Approval of Project Number (if applicable) PPM 19-015 11 owner's application for a <u>Tentative Parcel Map</u> WHEREAS, the County in consideration for granting the Tentative Parcel Map. 12 desires to amend Land Conservation Contract Number 4530 in regards to the land 13 owned by Owner to include a provision which states that the original contract and that 14 15 portion subject to the project, will continue to be in full force and effect, subject to the express condition that funds be annually appropriated by the State of California, and that 16 17 annual payments continue to be made to the County by the State Controller, under the 18 provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may 19 20 terminate the Contract in regards to the land owned by Owner and declare it null and 21 void. WHEREAS, this amendment does not change any of the terms and conditions of 22 the original Land Conservation Contract other than those stated herein. 23 24 NOW, THEREFORE, IT IS AGREED as follows:

- 2. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by resolution or ordinance, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the terms of the Contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution or Ordinance, without the prior written consent of the Owner.
- 3. Nothing in this Contract shall limit or supersede the planning, zoning, and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property. All uses of and actions regarding the Subject Property shall comply with all applicable local ordinances, regulations, resolutions and state laws, as adopted or amended from time to time.
- 4. This Land Conservation Contract is made expressly conditioned upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County and declared null and void. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention

1	Act, or by any other cause whatsoever. The County may exercise its option to declare the			
2	Contract null and void by delivering notice to the Department of Conservation, Division			
3	of Land Resource Protection, Owner or successors or assigns, and by recording such			
4	notice in the Official Records of Tulare County. This Amended Land Conservation			
5	Contract No. 4530 A, regarding land owned by Owner, shall terminate with no			
6	continuing contractual rights of any kind; provided, however, that the owner may apply			
7	for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise			
8	may be provided by law.			
9	5. Any notices required to be given to the County under this Amendment to			
10	Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of			
11	the County, and any notices to be given to the Owner shall be mailed to the following			
12	name(s) and address(es):			
13 14 15	Name, mailing address, and phone number of each current owner of subject property: (please type or print)			
16	Frank B. Lourenco, 18977 Avenue 176, Woodville, CA 93257			
17	Debbie A. Lourenco, 18977 Avenue 176, Woodville, CA 93257			
18				
19				
20				
21 22 23	* * *			

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the Subject Property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

1	IN WITNESS WHEREOF, the parties have	` 0	ure of	
2	each current owner, witnessed by below-named Notary Public):			
3	1			
4	<u>OWNER(S</u>	<u>OWNER(S)</u>		
5 6 7 8 9	FRANK B. LOURENCU (Print Name) Deborah A. Lourence	(Signature)		
10	(Print Name)	(Signature)	~	
	(Frini Name)	(Signature)		
11		· · · · · · · · · · · · · · · · · · ·		
12				
13			l	
14				
15				
16	STATE OF CALIFORNIA			
17		30-736		
18	COUNTY OF}	S. S.		
19	0-			
20 21	Onb	pefore me,		
22		Notowy Dublic		
23	in and for said County and State, personally ap	Notary Public		
23 24	in and for said County and tate, personally ap	opeared (printed names):		
2 4 25				
2 <i>5</i> 26				
20 27	who amound to me on the basis of action			
28 29	who proved to me on the basis of satisfactory of is/are subscribed to the within instrument a executed the same in his/her/their authorized	and acknowledged to me that he/sh	e/they	
30	signature(s) on the instrument the person(s)	or the entity upon behalf of which	ch the	
31	person(s) acted, executed the instrument.	, or are clinity upon benan or wind	on the	
32	I certify under PENALTY OF PERJURY under	or the laws of the State of California th	nat the	
33	foregoing paragraph is true and correct.	of the laws of the state of California th	iai iiie	
34	loregoing paragraph is true and correct.			
35	WITNESS my hand and official seal			
36	WITTIESS my hand and official scal			
37	Signature			

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	1 .
County of Tuke	s.s.
On October 11, 2019 before me, Ohry	1 Balt Latan Rubic Name of Notal Public, Title
personally appeared Hank Bluveno	Name of Signer (1)
who proved to me on the basis of satisfactory evide is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies); a instrument the person(s), or the entity upon behalf instrument. I certify under PENALTY OF PERJURY under the lof the State of California that the foregoing paragratrue and correct. WITNESS my hand and official seal.	ence to be the person(s) whose name(s) owledged to me that he/she/they executed and that by his/her/their signature(s) on the of which the person(s) acted, executed the
Although the information in this section is not required by law, it could this acknowledgment to an unauthorized document and may prove	ould prevent fraudulent removal and reattachment of
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
document titled/for the purpose of,	Proved to me on the basis of satisfactory evidence: form(s) of identification credible witness(es)
containing pages, and dated	Notarial event is detailed in notary journal on:
The signer(s) capacity or authority is/are as: Individual(s) Attorney-in-fact Corporate Officer(s) Title(s)	Page # Entry # Notary contact: Other Additional Signer Signer(s) Thumbprints(s)
Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing: Name(s) of Person(s) Entity(ies) Signer is Representing	
	1

INOM BEDGMENTATING MERITGMENTATION ON BEDGMENTATION ON BEDGMENTATION ON BEDGMENTATION

1	COUNTY OF TULARE
2	
2 3 4	
4	BY: ATTEST: County Administrative Officer Clerk, Board of Supervisors
5 6	Chairman, Board of Supervisors Clerk, Board of Supervisors
7	BY:
8	Deputy Clerk
9	
10	
11	
12 13	* ADEA TO DE COMDI ETED DY DOADDIG NOTADY *
14	* AREA TO BE COMPLETED BY <u>BOARD'S</u> NOTARY *
15	
16	STATE OF CALIFORNIA)
17) ss.
18	COUNTY OF TULARE)
19	
20	Onbefore me, a
21	Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
22	personally appeared who proved to me on the
23	basis of satisfactory evidence to be the person whose name is subscribed to the within
24	instrument and acknowledged to me that he/she executed the same in his/her authorized
25	capacity, and that by his/her signature on the instrument the person, or the entity upon
26	behalf of which the person acted, executed the instrument.
27	u I
28	I certify under PENALTY OF PERJURY under the laws of the State of California
29	that the foregoing paragraph is true and correct.
30	
31	WITNESS my hand and official seal.
32	
33	
34	Signature of Notary Public County and State
35	
36	Attachment
30 37	Attachment
38	
39	

1	EXHIBIT A
2	LEGAL DESCRIPTION OF SUBJECT PROPERTY
3	
4	
5	The West half of the Northeast Quarter of Section 15, Township 21 South, Range
6	26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of
7	California, according to the Official Plat thereof.
8	
9	Excepting therefrom the following described parcel:
10	
11	Commencing for reference at the Northeast corner of said West half; Thence
12	South, along the East line thereof, a distance of 390.00 feet to the True Point of
13	Beginning; Thence continuing South along said East line, a distance of 260.00
14	feet; The West, at a right angle to the aforementioned line, a distance of 463.00
15	feet; Thence North, a distance of 130.00 feet; Thence East, a distance of 25.00
16	feet; Thence North, a distance of 130.00 feet; Thence East, a distance of
17	438.00 feet to the Point of Beginning.
18	
19	

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Exhibit "B" Land in Amended Contract # 4530 Agricultural Preserve # 0683



