



Butte Local Agency Formation Commission
 1453 Downer Street, Suite C
 Oroville, CA 95965
 (530) 538-7784
www.buttelafco.org

Application
 Revised 2023

Applicant Information - Affected Agency/Landowner(s)/Registered Voter(s)			
Name/Agency		Daytime Phone	
Mailing Address		Email address:	
City	State	Zip	
Agent Authorization – This authorization allows representation for all applications, hearings, appeals, and to sign all documents necessary for said processing, but not including document(s) relating to record title interest.			
Primary Contact/Authorized Agent		Daytime Phone	
<input type="checkbox"/> Legal Property Owner or Representative with written authorization <input type="checkbox"/> If By Petition, Chief Petitioner/Representative with written authorization <input type="checkbox"/> Representative of Legislative Body Submitting Application (City/District Manager or Authorized Representative)			
Mailing Address		Email Address:	
City	State	Zip	
Did the lead agency provide notice to LAFCo and affected local agencies of intent to adopt a resolution? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Additional Persons to be Noticed:			
1. _____ (name); Address; _____ Email Address: _____ Phone: _____			
2. _____ (name); Address; _____ Email Address: _____ Phone: _____			

Certification	
I hereby certify that this application and all other documents submitted are true and correct to the best of my knowledge and belief. I also certify that I am the owner of the above property or an assigned agent for the project and have attached the owner's written consent to file this application. Applicants request that proceedings as described in this application be taken in accordance with the provisions of Government Code Section 56000 et seq. and herewith affix their signatures.	
Applicant/Authorized Agent Signature:	Date:

Property Information (provide separate attachment if needed)		
Address	APN	Owner Name

Is the territory inhabited (12 or more registered voters)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposal have 100% property owner consent? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Action Requested Please check all applicable actions related to the proposal and attach the appropriate supplemental application materials in support of the request. (GC56652c) See <i>application supplement questionnaire</i> for additional information.			
<input type="checkbox"/> Annexation to a city	<input type="checkbox"/> Annexation to a district	<input type="checkbox"/> Consolidation of districts	<input type="checkbox"/> Extension of Service
<input type="checkbox"/> Detachment from a city	<input type="checkbox"/> Detachment from a district	<input type="checkbox"/> Establishment of Subsidiary District	<input type="checkbox"/> Extension of FIRE Services
<input type="checkbox"/> Consolidation of cities	<input type="checkbox"/> Formation of a district	<input type="checkbox"/> Divestiture of Powers	<input type="checkbox"/> Sphere of Influence Amendment
<input type="checkbox"/> City Incorporation	<input type="checkbox"/> District Merger	<input type="checkbox"/> Expansion of Powers	<input type="checkbox"/> Sphere of Influence Update
<input type="checkbox"/> City Disincorporation	<input type="checkbox"/> District Dissolution	<input type="checkbox"/> Municipal Service Review/Update	<input type="checkbox"/> Reconsideration Request

What is the nature of the request? (Agencies involved, services needed, existing use or new development)



Application Packet Checklist

(This list is provided for the use of applicants)

- One (1) completed copy of the **Standard Application**.
- All necessary signatures on **Signature Pages 1-3**:
(NOTE: All signature pages should be completed by person listed as the authorized representative)
 - Voluntary Indemnification – Signature Page 1
 - Agreement to Pay – Signature Page 2
 - Disclosure requirements – Signature Page 3

- One (1) Supplemental **Project Specific Questionnaire**
(e.g. annexation, detachment, service extension, formation, sphere amendment, etc.)

Provide as Attachments 1- 4 the items listed below:

- 1. (a) A certified **Resolution of Application** from the affected agency; or
(b) A landowner or registered voter **Petition** making application to LAFCo.
- 2. **List of Affected Parcels** including APN, address, valuation, and owner information
- 3. A **Map and written description**, acceptable to the executive officer, of the boundaries of the affected territory for each proposed change of organization or reorganization. (GC56652)
- 4. One (1) paper copy and one (1) electronic copy of **Environmental Documentation** complying with the California Environmental Quality Act (CEQA) including documentation (Notice of Intent/Notice of Preparation) that the documents were circulated to LAFCO for review and comment.
 - Categorical Exemption including Notice of Exemption
 - Negative Declaration including Initial Study and Notice of Determination
 - Environmental Impact Report (EIR) including Draft and Final EIR

- Appropriate **fees** obtained from LAFCO Fee Schedule attached:
 - Deposit (*payable to Butte LAFCO*) \$ _____
 - Sphere of Influence (*payable to Butte LAFCO*) \$ _____
 - State Board of Equalization (*payable to SBE*) \$ _____

Items to be requested upon project approval:

- One (1) paper copy and one (1) electronic copy of **legal description** of the subject area complying with State Board of Equalization standards.
- One (1) 8 ½ x 11 paper copy and one (1) electronic copy of the **map/plat stamped by a licensed engineer** depicting the subject area, vicinity map, and affected agency jurisdictional boundaries complying with State Board of Equalization standards.



Voluntary Indemnification
Signature Page 1

LAFCo may not condition acceptance of an application upon requiring the Applicant to indemnify LAFCo. However, LAFCo has complete discretion whether to defend any lawsuit that is filed to challenge its decisions. With its limited budget, LAFCo will usually be reluctant to allocate resources to defend challenged decisions. If the Applicant desires to assure that LAFCo will consult with Applicant before determining how to proceed on a legal challenge and increase the likelihood that LAFCo will defend its decision on Applicant’s proposal, Applicant may enter into the following voluntary contractual agreement to indemnify LAFCo in the event of legal challenge:

1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. The Applicant shall defend, indemnify and hold harmless, LAFCo, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought by a third party, the purpose of which is to attack, set aside, void, or annul LAFCo’s decision with respect to Applicant’s proposal or any required findings or determinations under CEQA made as part of that decision. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney’s fees, or expert witness fees that may be asserted by any person or entity other than the applicant, arising out of or in connection with LAFCo’s approval of the Applicant’s proposal, whether or not there is concurrent, passive, or active negligence on the part of LAFCo, its agents, officers, attorneys, employees and contractors/consultants.

2. Applicant agrees that LAFCo shall have the right to appoint its own legal counsel to defend it and conduct its own defense in the manner it deems in its best interest subject to the provisions of this agreement, and that such actions shall not relieve or limit Applicant’s obligations to indemnify and reimburse defense costs.

3. In exchange for such indemnity, LAFCo agrees to the following:
 - a. To immediately notify the Applicant of any litigation or administrative proceeding with respect to the Applicant’s application in which LAFCo is named as a party.
 - b. In the event that the Applicant is not joined in the action or proceeding, LAFCo agrees to support a motion by the Applicant to intervene in the action or proceeding.
 - c. To consult with Applicant before making any decision whether to defend the legal challenge. If Applicant desires to defend the case and confirms in writing its commitment to reimburse LAFCo for its defense costs and provides a deposit for such costs as LAFCo shall reasonably determine, LAFCo will proceed to defend unless it has reasonable cause not to do so. If a determination is made to defend the action, LAFCo counsel will consult and reasonably cooperate with Applicant’s counsel in the defense of the action. LAFCo shall not enter into any settlement of all or a part of the action without consulting with Applicant.

<input type="checkbox"/> I/We have reviewed and agree to the Voluntary Indemnification Agreement as presented above. <input type="checkbox"/> I/We have reviewed the Voluntary Indemnification Agreement and choose not to sign.	
Applicant Signature:	Date:
Butte LAFCo Signature:	Date:



Agreement to Pay for Time and Materials

Signature Page 2

Charges and Deposits: LAFCo charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals, and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with LAFCo. Individuals and agencies who request services, research, or review, must provide a deposit toward project expenses as listed on the attached current fee schedule, along with a signed copy of this agreement. All deposits are subject to increase, should the Executive Officer determine that the magnitude of the project justifies the increase. The amount of staff time necessary to process any individual application cannot be easily predicted in advance. Therefore, applicants should be aware that LAFCo charges may exceed the applicable deposit (unexpended deposits will be refunded). PLEASE UNDERSTAND THAT THE CHARGES MUST BE PAID WHETHER OR NOT THE PROPOSAL IS APPROVED.

Staff Assignments: The Executive Officer shall assign LAFCo staff members to projects as appropriate. Should the scope of a project require outside consulting or other needed services be obtained, applicants will be responsible for the entire cost of recruitment, source selection, and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the charge-out rate of a regular staff member providing similar services.

Billing Procedure: LAFCo invoices will detail hours, staff charge-out rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be scheduled for hearing, and the Commission will consider applicants to have waived all statutory deadlines.

This form must be signed by the person responsible for payment or the employee or officer duly authorized to bind the applicant and must be filed with LAFCo along with the applicable deposit when an application is filed or a request for staff services is submitted. **Questions regarding specific billing procedures should be directed to the LAFCo Executive Officer at (530) 538-6819.**

Agreement

On behalf of the Applicant, I certify and agree to the following: Applicant has reviewed the above information, the attached LAFCo fee schedule, and the attached State Board of Equalization fee schedule all of which are part of this agreement. Applicant agrees to pay Butte LAFCo for all staff services, materials, and other charges attributable to its application or request for services. Applicant understands that services may be required before LAFCo receives a formal application and agrees to pay for such services whenever incurred and regardless of whether a formal application is submitted to LAFCo. Applicant also understands and agrees that LAFCo's charges are payable regardless of whether the application is withdrawn, denied, or otherwise terminated prior to completion. Applicant understands that if the cost of services exceeds the deposit on file, staff work on the project will cease, and the project will not be scheduled for hearing until additional funds are provided. The applicant agrees to remit the applicable State Board of Equalization filing fee when required. The applicant agrees to pay all charges within 30 days of receipt of the invoice or if no invoice has been sent, in any case prior to the filing of the Certificate of Completion for the project. ***In the event of failure to pay charges when due, the unpaid balance will be subject to a monthly FINANCE CHARGE of 0.833% of the amount of the unpaid balance with a minimum charge of \$1.00. This is an ANNUAL PERCENTAGE RATE of 10%. Any payments made on the account will be credited first to any accrued interest. Should legal action be necessary to collect the charges due, the prevailing party shall be entitled to collect their attorney's fees, staff time and other expenses incurred in the action, in addition to any other relief.***

I/We have reviewed and agree to the Agreement to Pay as presented above.

I/We have reviewed the Agreement to Pay and choose not to sign.

Authorized Signature:

Date:



Disclosure Requirements
Signature Page 3

Pursuant to Government Code Sections 56700.1 and 81000 et seq., and Butte Local Agency Formation Commission policies, any person or combination of persons who directly or indirectly contribute \$1000 or more or expend \$1000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to the commission and will require an election must comply with the reporting and disclosure requirements of the Political Reform Act of 1974 and the Butte Local Agency Formation Commission. These disclosure requirements mandate disclosures be made at specified intervals. Additional information may be obtained by contacting the LAFCo office at (530) 538-7784.

APPLICANT:

I/We have reviewed the Disclosure Requirements.

Project Proponent Authorized Signer:

<input type="checkbox"/> I/We have reviewed and agree to the Disclosure Requirements as presented above.	
<input type="checkbox"/> I/We have reviewed the Disclosure Requirements and choose not to sign.	
Authorized Signature:	Date:



Attachment 2 Example

Attachment 2 Ownership List									
(Project Name)									
APN	OWNER NAME (mailing)	ADDRESS (situs)	REGISTERED VOTER NAME(S)	ALV	Acres	RV	TRA	ZONE	Y/N
000-111-222	Doe, John	353 JD Street Chico, CA 95928	John Voter 1 Jonna Voter 2	\$29,799.00	0.28	2	062011	R1/CM	Yes
Totals				\$29,799.00	0.28	2			

KEY:

- APN: Assessor's Parcel Number. Can be obtained from the Butte County Assessor's Office.
- NAME: The legal landowner and mailing address. This may differ from Situs Address if parcel is not owner occupied.
- ADDRESS: The actual physical site address of an individual parcel. May differ from Mailing Address if not owner occupied.
- ALV: Assessed Land Value. This is the official land value assessment established by the Butte County Assessor's Office.
- Acres: The actual size of the affected parcel.
- RV: Registered Voters. This is the number of registered voters associated with the situs address. Can be obtained from the Butte County Registrar of Voters.
- TRA: Tax Rate Area. This is a number assigned to each parcel by the State Board of Equalization for taxation purposes. Can be obtained from LAFCO or the Butte County Assessor's Office.
- ZONE: The land use designation (zoning) established by the governing agency.
- Y/N: Yes/No. This reflects the landowner's support of the proposal. May be left blank if no indication from landowner is available.



Attachment 3 Example

EAST 8TH STREET ANNEXATION DISTRICT NO. 15

All that certain property situate in the County of Butte, State of California, more particularly described as follows;

BEGINNING at the most westerly corner of Parcel 1 as shown on that certain parcel map recorded in Book 162 of Parcel Maps, at Pages 44 and 45. Said Point of Beginning being located on the southerly right-of-way line of E. 8th Street;

Thence leaving said southerly right-of-way line along the westerly line of said Parcel 1, South 23°48'14" East, 179.60 feet;

Thence South 06°40'57" East, 275.85 feet;

Thence South 83°15'00" West, 79.90 feet;

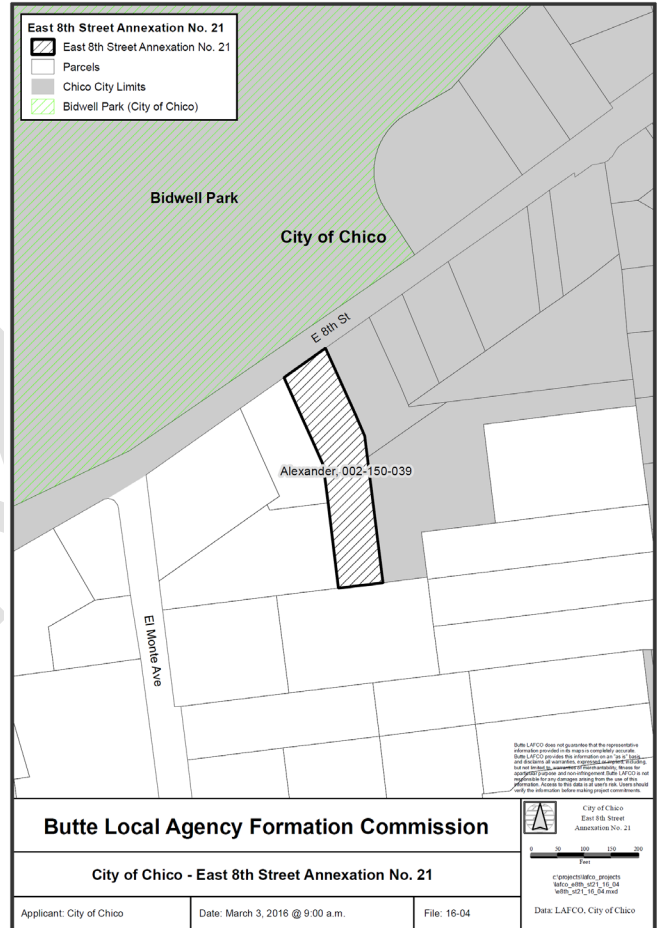
Thence North 06°40'57" West, 231.23 feet;

Thence North 23°48'14" West, 179.50 feet to said southerly right-of-way line of E. 8th Street;

Thence along southerly right-of-way line of E. 8th Street, North 55°06'20" East, 94.58 feet to the Point of Beginning.

Containing 0.86 acres, more or less.

The above described parcel has been assigned Assessor's Parcel Number 002-150-039.



Note:

Items to be requested upon project approval:

One (1) paper copy and one (1) electronic copy of **legal description** of the subject area complying with State Board of Equalization standards.

One (1) 8 ½ x 11 paper copy and one (1) electronic copy of the **map/plat stamped by a licensed engineer** depicting the subject area, vicinity map, and affected agency jurisdictional boundaries complying with State Board of Equalization standards.

Maps and legal descriptions must meet the requirements of the Californian State Board of Equalization. BOE requirements can be found here: <https://www.boe.ca.gov/proptaxes/pdf/jurboundaryreq.pdf>