



AGENDA

Hall of Administration, Board of Supervisors' Hearing Room
800 S. Victoria Avenue, Ventura
9:00 A.M. Wednesday, October 19, 2011

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Commission Presentations and Announcements
 - a. Congratulations to Chair Cunningham on his election to the CALAFCO Board of Directors.
 - b. Congratulations to Debbie Schubert on receiving the CALAFCO Clerk of the Year Award for 2011.

PUBLIC COMMENTS

5. This is an opportunity for members of the public to speak on items not on the agenda.
(The Ventura Local Agency Formation Commission encourages all interested parties to speak on any issue on this agenda in which they have an interest; or on any matter subject to LAFCo jurisdiction. It is the desire of LAFCo that its business be conducted in an orderly and efficient manner. All speakers are requested to fill out a Speakers Card and submit it to the Clerk before the item is taken up for consideration. All speakers are requested to present their information to LAFCo as succinctly as possible. Members of the public making presentations, including oral and visual presentations, may not exceed five minutes unless otherwise increased or decreased by the Chair, with the concurrence of the Commission, based on the complexity of the item and/or the number of persons wishing to speak. Speakers are encouraged to refrain from restating previous testimony.)

CONSENT ITEMS

6. Minutes of the Ventura LAFCo July 20, 2011 Regular Meeting
7. Adopt a LAFCo 2012 Regular Meeting Calendar

RECOMMENDED ACTION: Approval

COMMISSIONERS AND STAFF

COUNTY: Kathy Long Linda Parks <i>Alternate:</i> Steve Bennett	CITY: Carl Morehouse Janice Parvin, Vice Chair <i>Alternate:</i> Carol Smith	SPECIAL DISTRICT: Elaine Freeman Gail Pringle <i>Alternate:</i> Bruce Dandy	PUBLIC: Lou Cunningham, Chair <i>Alternate:</i> Vacant	
Executive Officer: Kim Uhlich	Dep. Exec. Officer Kai Luoma	Office Mgr/Clerk: Debbie Schubert	Office Assistant Martha Escandon	Legal Counsel: Michael Walker

ACTION ITEMS

8. Extension of Time Request for LAFCo 10-12 City of Santa Paula Reorganization – East Area 1

A request by the City of Santa Paula to extend the statutory time frame for filing a certificate of completion for the City of Santa Paula East Area 1 reorganization proposal approved by the Commission on March 16, 2011.

RECOMMENDED ACTION: Approval

9. LAFCo 10-12 City of Santa Paula Reorganization – East Area 1 Condition of Approval Requiring Annexation of East Area 2 Island

A request from staff to provide feedback to the City of Santa Paula and land owner regarding the City's intention to include additional territory in its pending proposal to annex the East Area 2 island pursuant to the condition of approval for the East Area 1 reorganization proposal.

RECOMMENDED ACTION: Provide comments to the City as appropriate

10. LAFCo 11-06 City of San Buenaventura Reorganization - Parklands

To annex three Assessor parcels, totaling approximately 54 acres, to the City of San Buenaventura and the Ventura Port District. The same territory is proposed to be detached from the Ventura County Resource Conservation District, the Ventura County Fire Protection District and County Service Area No. 32. The proposal will allow for the development of the Parklands Specific Plan.

RECOMMENDED ACTION: Approval

11. LAFCo Alternate Public Member Vacancy

Initiate a process for the recruitment and selection of an alternate public member to fill an unexpired term.

RECOMMENDED ACTION:

1. Direct staff to initiate a process to recruit and select a new LAFCo alternate public member to fill the current vacant, unexpired term.
2. Direct staff to provide for a 30-day public recruitment period and to request a letter of interest and resume from each interested candidate.
3. Determine whether to direct staff to take any of the following additional actions to provide notice of the vacancy:
 - a. Issue a press release
 - b. Post a vacancy notice on the LAFCo website
 - c. Publish at least one newspaper display ad
4. Determine whether to initiate the recruitment process immediately or postpone it until early next year.

5. Appoint a three-member ad hoc selection committee consisting of one county, one city and one special district member.

PUBLIC HEARING ITEMS

12. Sphere of Influence Review/Update: Oxnard Drainage District No. 1 and Oxnard Drainage District No. 2
Review the spheres of influence for Oxnard Drainage District No. 1 and Oxnard Drainage District No. 2 and determine that no updates are necessary.

RECOMMENDED ACTION: Approval

13. LAFCo 11-05 Ahmanson Ranch Community Services District - Dissolution
Terminate the existence of the Ahmanson Ranch Community Services District.

RECOMMENDED ACTION: Continue to November 16, 2011

EXECUTIVE OFFICER'S REPORT

INFORMATIONAL ITEMS

Application Received: LAFCo 11-07 Montalvo Municipal Improvement District Expedited Reorganization to form a Community Services District

COMMISSIONER COMMENTS

ADJOURNMENT

WEB ACCESS:

**LAFCo Agendas, Staff Reports
and Adopted Minutes can be found at:**

www.ventura.lafco.ca.gov

Written Materials - Written materials relating to items on this Agenda that are distributed to the Ventura Local Agency Formation Commission within 72 hours before they are scheduled to be considered will be made available for public inspection at the LAFCo office, 800 S. Victoria Avenue, Administration Building, 4th Floor, Ventura, CA 93009-1850, during normal business hours. Such written materials will also be made available on the Ventura LAFCo website at www.ventura.lafco.ca.gov, subject to staff's ability to post the documents before the meeting.

Public Presentations - Except for applicants, public presentations may not exceed five (5) minutes unless otherwise increased or decreased by the Chair, with the concurrence of the Commission. Any comments in excess of this limit should be submitted in writing at least ten days in advance of the meeting date to allow for distribution to, and full consideration by, the Commission. Members of the public who wish to make audio-visual presentations must provide and set up their own hardware and software. Set up of equipment must be complete before the meeting is called to order. All audio-visual presentations must comply with the applicable time limit for oral presentations and thus should be planned with flexibility to adjust to any changes to the time limit established by the Chair. For more information about these policies, please contact the LAFCo office.

Quorum and Voting – The bylaws for the Ventura LAFCo Commissioner's Handbook provide as follows:

1.1.6.1 Quorum: Four (4) members shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time.

1.1.6.2 Voting: Unless otherwise provided by law or these By-Laws, four affirmative votes are required to approve any proposal or other action. A tie vote, or any failure to act by at least four affirmative votes, shall constitute a denial.

Americans with Disabilities Act - In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the LAFCo office (805) 654-2576. Notification 48 hours prior to the meeting will enable LAFCo to make reasonable arrangements to ensure accessibility to this meeting.

Disclosure of Campaign Contributions - LAFCo Commissioners are disqualified and are not able to participate in any proceeding involving an "entitlement for use" if, within the 12 months preceding the LAFCo decision, the Commissioner received more than \$250 in campaign contributions from the applicant, an agent of the applicant, or any financially interested person who actively supports or opposes the LAFCo decision on the matter. Applicants or agents of applicants who have made campaign contributions totaling more than \$250 to any LAFCo Commissioner in the past 12 months are required to disclose that fact for the official record of the proceeding.

Disclosures must include the amount of the contribution and the recipient Commissioner and may be made either in writing to the Clerk of the Commission prior to the hearing or by an oral declaration at the time of the hearing.

The foregoing requirements are set forth in the Political Reform Act of 1974, specifically Government Code, section 84308.



MINUTES

REGULAR MEETING

Wednesday, July 20, 2011, 9:00 A.M.

Hall of Administration, Board of Supervisors' Hearing Room
800 S. Victoria Avenue, Ventura

Agenda Item 6

1. Call to Order

Chair Cunningham called the meeting to order at 9:00 A.M.

2. Pledge of Allegiance

Chair Cunningham led the Pledge of Allegiance

3. Roll Call

The Clerk called the roll. The following Commissioners were present:

Commissioner Cunningham

Commissioner Parvin

Commissioner Freeman

Commissioner Pringle

Commissioner Long

Alternate Commissioner Hess

Commissioner Morehouse

Alternate Commissioner Smith

Commissioner Parks

4. Commission Presentations and Announcements

Commissioner Morehouse announced that he participated in the salsa dance contest at the Salsa Festival held July 29-31 in Oxnard to raise funds for the Turning Point Foundation. He and his partner were awarded second place.

PUBLIC COMMENTS

5. Steve Nash, City of Oxnard Planning Commissioner, spoke opposing the South Shore project that may come before the Commission for action in the near future. There were no other public comments.

COMMISSIONERS AND STAFF

COUNTY:

Kathy Long

Linda Parks

Alternate:

Steve Bennett

CITY:

Carl Morehouse

Janice Parvin, Vice Chair

Alternate:

Carol Smith

SPECIAL DISTRICT:

Elaine Freeman

Gail Pringle

Alternate:

Bruce Dandy

PUBLIC:

Lou Cunningham, Chair

Alternate:

Kenneth M. Hess

Executive Officer:

Kim Uhlich

Dep. Exec. Officer

Kai Luoma

Office Mgr/Clerk:

Debbie Schubert

Office Assistant

Martha Escandon

Legal Counsel:

Michael Walker

CONSENT ITEMS

6. Minutes of the Ventura LAFCo May 18, 2011 Regular Meeting
7. LAFCo 11-03 Ojai Valley Sanitary District Annexation – Kennedy/Burnham Road
8. Budget to Actual Report: May, 2011

MOTION: Approve Item 6 and 7, Receive and File Item 8 as
Recommended: Long
SECOND: Morehouse
FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and
Pringle
AGAINST: None
ABSTAIN: None
MOTION PASSED 7/0/0

TIME CERTAIN ITEMS

9:05 AM - CLOSED SESSION

9. Public Employee Performance Evaluation – Title: LAFCo Executive Officer
There were no announcements

PUBLIC HEARING ITEMS

10. Sphere of Influence Review/Update: Casitas Municipal Water District, Channel Islands Beach Community Services District, United Water Conservation District

Chair Cunningham opened the public hearing. Kim Uhlich presented the staff report. With no one wishing to speak, Chair Cunningham closed the public hearing.

MOTION: Approve as Recommended: Morehouse
SECOND: Parvin
FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and
Pringle
AGAINST: None
ABSTAIN: None
MOTION PASSED 7/0/0

ACTION ITEMS

11. LAFCo 11-04 City of Oxnard Reorganization/Calleguas Municipal Water District Annexation – Crossroads (Parcels A & B)

Kai Luoma presented the staff report.

MOTION: Approve as Recommended: Parks
SECOND: Long
FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and
Pringle
AGAINST: None
ABSTAIN: None
MOTION PASSED 7/0/0

12. CALAFCO Board Nominations

Kim Uhlich presented the staff report and Chair Cunningham opened the floor for nominations.

MOTION: Nomination for Lou Cunningham: Freeman

SECOND: Morehouse

FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and Pringle

AGAINST: None

ABSTAIN: None

MOTION PASSED 7/0/0

13. CALAFCO Achievement Award Nominations

Kim Uhlich presented the staff report.

MOTION: A) Nominate the Ventura LAFCo for the Project of the Year Award, B) Nominate Debbie Schubert for the Outstanding Clerk of the Year Award as recommended: Morehouse

SECOND: Long

FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and Pringle

AGAINST: None

ABSTAIN: None

MOTION PASSED 7/0/0

14. Letter to Prospective Applicants

Kai Luoma presented the staff report.

MOTION: With additional language noting the average time frame for processing proposals, Approval as Recommended: Long

SECOND: Morehouse

FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and Pringle

AGAINST: None

ABSTAIN: None

MOTION PASSED 7/0/0

15. Compensation for the Executive Officer

MOTION: Approve a 3% merit increase: Parks

SECOND: Parvin

FOR: Cunningham, Freeman, Long, Morehouse, Parks, Parvin and Pringle

AGAINST: None

ABSTAIN: None

MOTION PASSED 7/0/0

At 10:12 AM, Commissioner Morehouse excused himself from the meeting.

16. Presentation of the History of Land Use and Growth Management in Ventura County by Bruce Smith, Manager of the Plans, Ordinances and Regional Planning Section of the Ventura County Resource Management Agency, Planning Division

MOTION: Receive and File: Long
SECOND: Freeman
FOR: Cunningham, Freeman, Long, Parks, Parvin and Pringle
AGAINST: None
ABSTAIN: None
MOTION PASSED 6/0/0

EXECUTIVE OFFICER'S REPORT

Kim Uhlich reported: Chair Cunningham will be Ventura LAFCo's voting delegate at the CALAFCO Conference. Ms. Uhlich reviewed legislative bills. AB 54 is scheduled for a hearing before the Senate appropriations committee next month. AB 912 is on the Governor's desk. SB 244 passed the Assembly policy committees and is now at Assembly Appropriations. AB 1430 is currently in the Senate Inactive file because both the Solario and Wolk bills affect some of the same language as in AB 1430. It is thus being held until the fate of those two bills is known. AB 1265 was signed by the Governor.

COMMISSIONER COMMENTS

Chair Cunningham announced that he was appointed the Superintendent of Photography for the 2011 Ventura County Fair, running August 4-13 and encouraged everyone to attend and visit the photography exhibits.

ADJOURNMENT

Chair Cunningham adjourned the meeting at 10:44 a.m.

These Minutes were approved on October 19, 2011

Motion:

Second:

Ayes:

Nos:

Abstains:

Motion:

Dated:

Chair,

Ventura Local Agency Formation Commission

STAFF REPORT

Meeting Date: October 19, 2011
(Consent)

Agenda Item 7

TO: LAFCo Commissioners

FROM: Kim Uhlich, Executive Officer 

SUBJECT: Meeting Calendar for 2012

RECOMMENDATION:

Approve the 2012 calendar for meetings of the Ventura LAFCo.

DISCUSSION:

Attached is a recommended meeting calendar for Ventura LAFCo for 2012. Adoption is recommended for scheduling and public information purposes. The calendar is consistent with the Commission's By-laws, including scheduling regular meetings on the third Wednesday of the month except for June when the meeting is scheduled for the second Wednesday to accommodate adoption of the budget before June 15 pursuant to Government Code Section 56381(a). The Commission's By-laws also state that there are no regular meetings scheduled for August and December.

No action canceling any meeting or setting any special meetings is proposed at this time. Special meetings can be called and scheduled meetings can be canceled pursuant to the provisions of the Government Code. If approved, this 2012 meeting calendar will be posted on the Ventura LAFCo website and otherwise made publicly available.

COMMISSIONERS AND STAFF

COUNTY:

Kathy Long
Linda Parks

Alternate:

Steve Bennett

CITY:

Carl Morehouse
Janice Parvin, Vice Chair

Alternate:

Carol Smith

SPECIAL DISTRICT:

Elaine Freeman
Gail Pringle

Alternate:

Bruce Dandy

PUBLIC:

Lou Cunningham, Chair

Alternate:

Vacant

Executive Officer:

Kim Uhlich

Dep. Exec. Officer

Kai Luoma

Office Mgr/Clerk:

Debbie Schubert

Office Assistant

Martha Escandon

Legal Counsel:

Michael Walker

2012

Ventura LAFCo Meeting Calendar

1 January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

3 March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4 April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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22	23	24	25	26	27	28
29	30					

5 May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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20	21	22	23	24	25	26
27	28	29	30	31		

6 June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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24	25	26	27	28	29	30

7 July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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29	30	31				

8 August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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26	27	28	29	30	31	

9 September						
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10 October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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28	29	30	31			

11 November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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25	26	27	28	29	30	

12 December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Meeting Dates
WEDNESDAYS
January-18
February-15
March-21
April-18
May-16
June-13
July-18
September-19
October-17
November-21



STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 8

LAFCO CASE

NAME & NO: LAFCo 10-12A1 City of Santa Paula Reorganization – East Area 1 – Extension of Time

PROPOSAL: To extend the time for completion of LAFCo 10-12 City of Santa Paula Reorganization – East Area 1 proceedings for one year from March 16, 2012 to March 16, 2013.

PROPONENT: City of Santa Paula

RECOMMENDATION:

Approve the attached resolution (LAFCo 10-12-A1) granting a one-year extension of time to complete change of organization proceedings for LAFCo 10-12 City of Santa Paula Reorganization – East Area 1.

BACKGROUND:

LAFCo 10-12 City of Santa Paula Reorganization – East Area 1 was approved by the Commission on March 16, 2011. A copy of the resolution of approval is attached (Attachment 1).

Because the area is inhabited and landowner consent was not provided, written notice of the Commission proceedings was provided to all registered voters and land owners within the affected territory and no written opposition was submitted. The Commission thus waived protest proceedings pursuant to Government Code Section 56663(d). Reorganization proceedings have not been completed, however, as all the terms and conditions in the resolution of approval have not been met.

By letter dated September 26, 2011 to the LAFCo Executive Officer, the City of Santa Paula requests the time extension to allow additional time to complete the steps necessary to file an application to annex the East Area 2 island pursuant to Condition No. 22 of the conditions of approval for the East Area 1 reorganization proposal.

COMMISSIONERS AND STAFF

COUNTY: Linda Parks Kathy Long <i>Alternate:</i> Steve Bennett	CITY: Carl Morehouse Janice Parvin, Vice Chair <i>Alternate:</i> Carol Smith	SPECIAL DISTRICT: Elaine Freeman Gail Pringle <i>Alternate:</i> Bruce Dandy	PUBLIC: Louis Cunningham, Chair <i>Alternate:</i> Vacant	
Executive Officer: Kim Uhlich	Dep. Exec. Officer Kai Luoma	Office Mgr/Clerk: Debbie Schubert	Office Assistant Martha Escandon	Legal Counsel: Michael Walker

GENERAL ANALYSIS:

Government Code Section 57001 in pertinent part states:

“If a certificate of completion for a change of organization or reorganization has not been filed within one year after the commission approves a proposal for that proceeding, the proceeding shall be deemed abandoned unless prior to the expiration of that year the commission authorizes an extension of time for that completion. The extension may be for any period deemed reasonable to the commission for completion of necessary prerequisite actions by any party.”

No new issues have been raised since the resolution of approval was adopted. It is recommended that the Commission grant the time extension request to enable the City reasonable time to comply with the conditions of approval.

ALTERNATIVES TO THE RECOMMENDATION - ACTIONS AVAILABLE:

- A. If the Commission, following public testimony and the review of the materials submitted, determines that further information is necessary, a motion to continue the matter should state specifically the type of information desired and specify a date certain for further consideration.

- B. If the Commission, following the public testimony and review of materials submitted wishes to deny the extension of time request, a motion to deny should include direction that the matter be continued to the next meeting and that staff prepare a new report consistent with the evidence submitted and the anticipated decision.

BY: 

Kim Uhlich, Executive Officer

- Attachments: (1) LAFCo 10-12 Resolution
(2) September 26, 2011 Letter from City of Santa Paula to LAFCo Executive Officer
(3) LAFCo 10-12A1 (Resolution Approving a One-Year Extension of Time)

LAFCO 10-12

RESOLUTION OF THE VENTURA LOCAL AGENCY FORMATION COMMISSION MAKING DETERMINATIONS AND APPROVING THE CITY OF SANTA PAULA REORGANIZATION – EAST AREA 1; ANNEXATION TO THE CITY OF SANTA PAULA AND DETACHMENT FROM THE VENTURA COUNTY FIRE PROTECTION DISTRICT, THE VENTURA COUNTY RESOURCE CONSERVATION DISTRICT, AND COUNTY SERVICE AREA NO. 32

WHEREAS, the above-referenced proposal has been filed with the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo or Commission) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Section 56000 et seq. of the California Government Code); and

WHEREAS, at the times and in the manner required by law, the Executive Officer gave notice of the hearing as required by law; and

WHEREAS, the proposal was duly considered on March 16, 2011 and

WHEREAS, the Commission heard, discussed and considered all oral and written testimony for and against the proposal including, but not limited to, the LAFCo Staff Reports and recommendation, the environmental document, sphere of influence and applicable local plans and policies; and

WHEREAS, not all landowners within the affected territory have consented to the proposal; and

WHEREAS, the affected territory has more than twelve registered voters and is considered inhabited; and

WHEREAS, information satisfactory to the Commission has been presented that no subject or affected agencies have submitted written opposition to the proposal; and

WHEREAS, the Commission finds the proposal to be in the best interest of the landowners and present and future inhabitants within the City of Santa Paula (City) and within the affected territory, and the organization of local governmental agencies within Ventura County;

WHEREAS, the Commission certifies that it has reviewed and considered the Final Environmental Impact Report (FEIR) prepared by the lead agency; and

WHEREAS, the Commission has found that the FEIR discloses impacts that are not significant or are mitigated to a level of insignificance; and

WHEREAS, the Commission has found that there remains significant and unavoidable impacts that cannot be mitigated to a level of insignificance and that these impact findings be made, in accordance with Section 15093 of the CEQA Guidelines;

WHEREAS, the Commission makes a statement of overriding considerations that based on substantial evidence in the record the benefits of the project outweigh the unavoidable adverse environmental effects;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Ventura Local Agency Formation Commission as follows:

- (1) The LAFCo Staff Report dated January 19, 2011 and the LAFCo Supplemental Staff Report dated March 16, 2011 and recommendations in the latter for approval of the proposal, except as modified herein, are adopted.
- (2) The reorganization is hereby approved, and the boundaries are established as generally set forth in the attached Exhibit A.
- (3) The boundaries of the proposal are found to be definite and certain as approved.
- (4) The subject proposal is assigned the following distinctive short form designation: **LAFCO 10-12 CITY OF SANTA PAULA REORGANIZATION – EAST AREA 1.**
- (5) The Commission has reviewed and considered the information contained in the FEIR for the East Area 1 Specific Plan prepared for the City as lead agency as well as all comments received and determines that there are not any feasible mitigation measures or feasible alternatives, within the power and authority of LAFCo, which would substantially lessen or avoid any significant effect on the environment [CEQA Guidelines §15096(g)].

- (6) The Commission hereby adopts the lead agency's Findings, Mitigation Measures and Mitigation Monitoring and Reporting Program (Attachment 28 to the January 19 staff report).
- (7) The Commission directs staff to file a Notice of Determination in the same manner as a lead agency under CEQA Guidelines §15094 and §15096(i).
- (8) The Commission determines that the project is in compliance with Government Code § 56741 as the territory to be annexed is located within one county and is contiguous with the boundaries of the City.
- (9) The Commission waives the restrictions of Government Code Section 56744 prohibiting the creation of unincorporated islands based on the finding that the area to be enclosed by the annexation (referred to in the staff report as the East Area 2 island) is so located that it cannot be reasonably annexed to another city or incorporated as a new city and that the application of the restrictions would be detrimental to the orderly development of the Santa Paula community in that, until the fiscal and other benefits of the development of East Area 1 are triggered by approval of annexation, the City would lack financial and other resources to adequately serve and improve the East Area 2 island; that additional time is necessary for the City to consider and approve a land use plan for the East Area 2 island, which the City ultimately intends to function as a gateway to the City; and that, to the extent the creation of the East Area 2 island otherwise would be detrimental to orderly development, such detriment is offset by the condition offered by the City, and incorporated below, requiring the City to file an application to annex the East Area 2 island before recordation of the East Area 1 reorganization.
- (10) The Commission waives Ventura LAFCo Commissioner's Handbook Section 3.3.2.2(a), (b) and (c) based on the finding set forth in the preceding section of this resolution.
- (11) The Commission waives Ventura LAFCo Commissioner's Handbook Section 3.3.5.1(b) based on the finding that annexing smaller portions of

the territory for the purpose of accommodating a maximum development timeframe of 5 years would result in illogical boundaries and would not promote orderly growth and development.

- (12) The affected territory is inhabited as defined by Government Code §56046.
- (13) Pursuant to Government Code Section 56663(d), written notice of the Commission proceedings has been provided to all registered voters and landowners within the affected territory and no written opposition to the waiver of protest proceedings has been received from the affected agency that will gain territory as a result of the proposal or from registered voters or landowners within the affected territory. The Commission hereby waives protest proceedings entirely.
- (14) The affected territory shall be liable for all taxes, charges, fees or assessments that are levied on similar properties within the City.
- (15) **Prior to recordation of the reorganization, the City of Santa Paula and developer shall execute an Operating Memorandum amending the Development Agreement between them to provide that the public safety facility shall be completed prior to occupancy of the 250th residential unit.**
- (16) **Prior to recordation of the reorganization, the City and developer shall execute an Operating Memorandum amending the Development Agreement between them to include the following language or language that is substantially consistent: To ensure that the City's wastewater infrastructure sufficiently meets the needs of the community, the parties agree to share in the costs of rehabilitating the Harvard Boulevard wastewater collection system. Costs will be paid from, without limitation, the City's 2010 Bond Issuance; wastewater impact fees including the \$1,234,819 identified in Section**

3.9 of the Development Agreement; the City's wastewater enterprise fund; and additional contributions from developer.

- (17) The reorganization shall not be recorded until the City submits to the LAFCo Executive Officer an executed agreement between the City and/or the developer and the Ventura County Watershed Protection District requiring the City and/or developer to pay a pro rata share of the cost to construct flood control improvements on the Santa Paula Creek. The Ventura County Watershed Protection District shall be responsible for determining what specific flood control improvements are necessary and calculating the pro rata share of cost to be assigned to the East Area 1 project.
- (18) The reorganization shall not be recorded until the City submits to the LAFCo Executive Officer a proposed condition of approval for the East Area 1 tentative map requiring a benefit assessment to fund ongoing maintenance of the Santa Paula Creek and Haun Creek channels as levied by the Ventura County Watershed Protection District. In conjunction with the submittal of the condition language, the City shall submit evidence of approval of the condition language by the Ventura County Watershed Protection District.
- (19) Prior to recordation of the reorganization, the City and developer shall execute an Operating Memorandum amending the Development Agreement between them to add Owner's Association. The Development Agreement does not define the phrase 'Owner's Association' set forth in sections 3.1.1(a), 3.1.2(a), (b), (c), 3.1.3 (a), (b), (c), (d), (e), 6.2(g), and 8.5. To clarify the Parties' intent, the term 'Owner's Association,' as set forth in these sections, means a publicly controlled assessment district including, without limitation, a landscape maintenance district, as determined by the City."
- (20) Prior to recordation of the reorganization, the City and developer shall execute an Operating Memorandum amending

the Development Agreement between them to include: "Fiscal Impact Deposit. The Fiscal Impact Deposit set forth in section 8.8 of the Development Agreement must be replenished by developer each time there is a transfer of any funds to the City's General Fund to maintain a \$2,000,000 balance until such time as the Development Agreement terminates or for twenty-five (25) years, whichever is sooner."

- (21) Prior to recordation of the reorganization, the City and developer shall execute an Operating Memorandum amending the Development Agreement between them to provide that the Santa Paula Street Bridge shall be constructed prior to occupancy of the 251st residential unit. Prior to the occupancy of the 1st structure built in East Area 1 (residential or commercial/ industrial), access to the project site shall be available from Hallock Drive (main access) and at least one other at grade emergency access point.
- (22) Prior to recordation of the reorganization, the City shall file an application to annex the entirety of the East Area 2 island.
- (23) This reorganization shall not be recorded until all LAFCo fees have been paid and until fees necessary for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.
- (24) This annexation shall not be recorded until a map and legal description consistent with this approval and suitable for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.

This resolution was adopted on March 16, 2011.

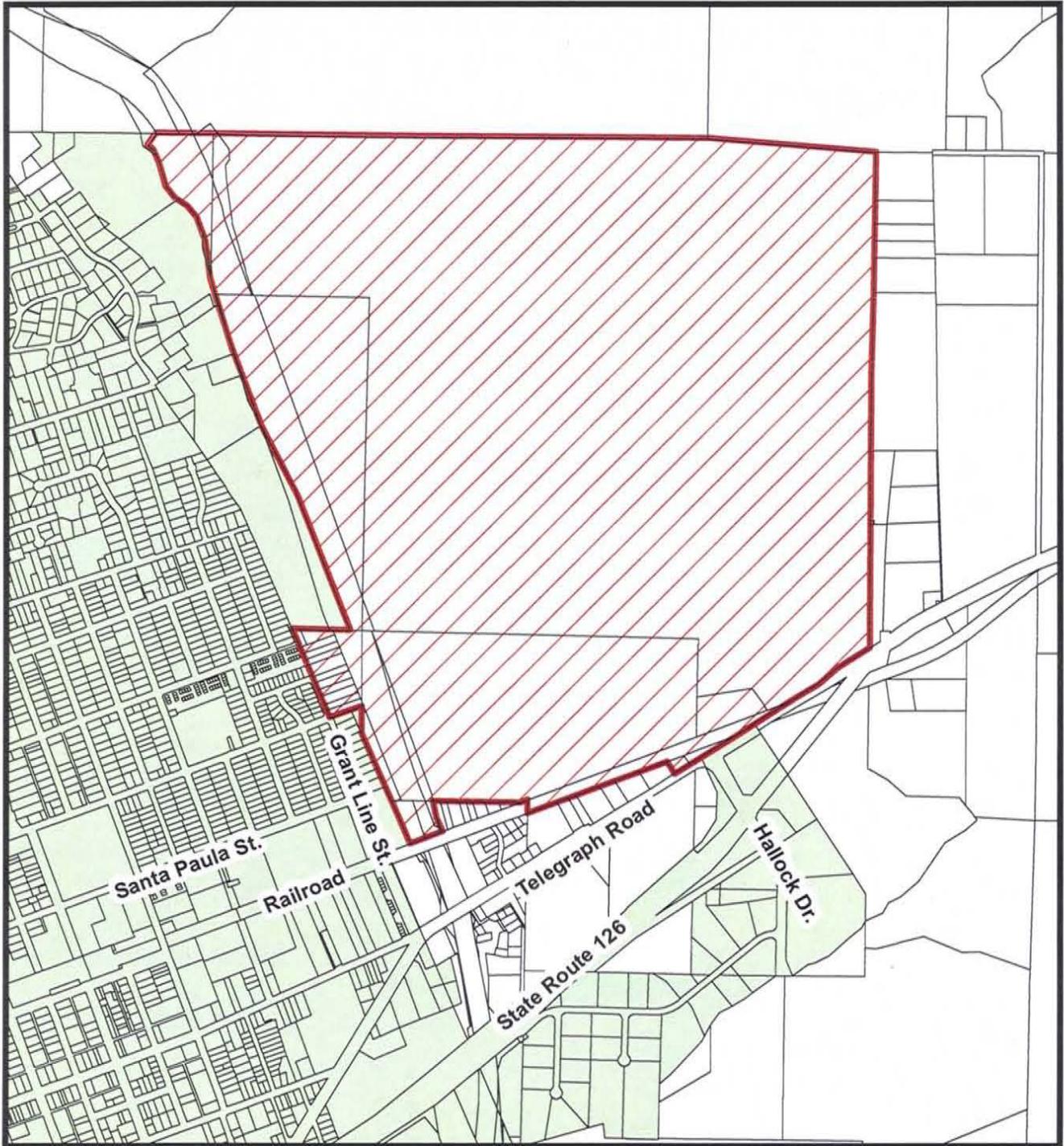
	AYE	NO	ABSTAIN	ABSENT
Commissioner Cunningham	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Long	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Freeman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Morehouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Parvin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Pringle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Commissioner Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dated: 3-16-2011


Chair, Ventura Local Agency Formation Commission

Attachments: Exhibit A

Copies: City of Santa Paula
Southern California Edison Co.
Southern California Gas Co.
Ventura County Watershed Protection District
Ventura County Assessor
Ventura County Auditor
Ventura County Elections-Registrar of Voters
Ventura County Fire Protection District
Ventura County Planning
Ventura County Environmental Health
Ventura County Resource Conservation District
Ventura County Sheriff – EOC
Ventura County Surveyor



LAFCo 10-12 City of Santa Paula
Reorganization - East Area 1

Legend

-  City of Santa Paula
-  LAFCo 10-12 Proposal Area



"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

September 26, 2011

Ms. Kim Uhlich, Executive Officer
Ventura Local Agency Formation Commission
800 S. Victoria Avenue
Mail Stop 1850
Ventura, CA 93009-1850

RECEIVED
SEP 30 2011

Ventura LAFCo

Dear Kim:

I am writing on behalf of the City of Santa Paula to request Ventura LAFCo approve a one (1) year time extension from March 15, 2012 until March 16, 2013 to complete reorganization proceedings relating to LAFCo Resolution 10-12 (East Area 1 Annexation).

Pursuant to Government Code § 57001, if a certificate of completion for a reorganization proposal is not filed by the LAFCo Executive Officer within one year of Commission approval, the proceeding is deemed abandoned unless the Commission grants an extension. The requested time extension would extend the deadline for recording the East Area 1 Annexation (and allow the City to file the East Area 2 Reorganization Application) to March 16, 2013.

LAFCo Resolution 10-12 for the East Area 1 Annexation to the City of Santa Paula included 24 conditions of approval. Condition No. 22 requires the City of Santa Paula file an application with LAFCo to annex the entirety of the East Area 2 Island.

The City of Santa Paula cannot proceed with filing an application for reorganization until the following action items are completed:

- Complete environmental review for East Area 2 (EA2) Island including an analysis of potential flooding;
- Certify Environmental Impact Report (EIR) for EA2;
- Pre-zone EA2 territory to be annexed;
- Adopt a General Plan Amendment for EA2 Island; and
- Adopt the East Gateway Specific Plan.

Since the March 2011 LAFCo Commission approval, Santa Paula staff met with LAFCo staff in May, June and August to discuss the City's pre-zoning for affected East Area 2 parcels. On August 8, the Notice of Preparation (NOP) to solicit comments during the preparation of the EIR for EA2 was published. LAFCo staff expressed interest regarding the City's pre-zoning of APNs 107-0-042-010 and -030. On August 24th, the City and LAFCo staff discussed the pre-zoning of these parcels, specifically assigning a Santa Paula General Plan

designation of Mixed Use Commercial/Light Industrial and a zone designation of Agricultural (A-1).

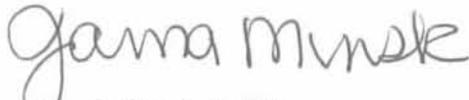
Also discussed with LAFCo staff was including real property identified as APN 107-0-043-065. LAFCo staff asked the City to provide reasonable assurance that the parcel would be entitled and developed within five (5) years if LAFCo were to consider this parcel as part of the EA2 annexation. Consequently, this parcel is part of a Specific Plan currently being prepared (East Gateway Specific Plan)

As a result, the City of Santa Paula requests Ventura LAFCo to grant a time extension to file a reorganization application for EA2 to March 16, 2013.

Enclosed is the filing fee deposit in the amount of \$2,650 pursuant to the Ventura LAFCo Fee Schedule [Section 57001] for time extensions. Please contact Janna Minsk, Planning Director, City of Santa Paula, at (805) 933-4214 ext. 244 should you have any questions.

Thanks for your assistance with this request.

Very truly yours,

A handwritten signature in cursive script that reads "Janna Minsk".

Janna Minsk, AICP
Planning Director
City of Santa Paula

Enclosure-filing fee deposit

LAFCo 10-12 A1

**RESOLUTION OF THE VENTURA LOCAL
AGENCY FORMATION COMMISSION
APPROVING A ONE YEAR EXTENSION OF TIME
FOR LAFCo 10-12 CITY OF SANTA PAULA
REORGANIZATION – EAST AREA 1**

WHEREAS, the Ventura Local Agency Formation Commission (LAFCo or Commission) approved LAFCo 10-12 City of Santa Paula Reorganization – East Area 1 on March 16, 2011; and

WHEREAS, written notice of the Commission proceedings were provided to all registered voters and landowners within the affected territory pursuant to Government Code Section 56663(d) and no written opposition to the waiver of protest proceedings was received; and

WHEREAS, no written opposition to the waiver of protest proceedings was received from the affected agency that will gain territory as a result of the proposal; and

WHEREAS, the Commission waived protest proceedings entirely; and

WHEREAS, Government Code Section 57001 requires that a certificate of completion be recorded within one year after LAFCo approval of the reorganization proposal, unless extended by LAFCo; and

WHEREAS, the City of Santa Paula has submitted a request to LAFCo to extend the time for the recordation of a certificate of completion for a one year period; and

WHEREAS, the request submitted prior to the expiration of the one year time limit set forth in Section 57001 is consistent with the law; and

WHEREAS, the basis for the request is that additional time is necessary to complete the process to initiate proceedings to file an application to annex the East Area 2 island pursuant to the LAFCo conditions of approval; and

WHEREAS, the Commission heard, discussed and considered all oral and written testimony for and against the requested extension of time, including, but not limited to, the Executive Officer's report and recommendation; and

WHEREAS, the Commission finds the requested extension of time to be in the best interest of the affected area and the organization of local governmental agencies within Ventura County;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Local Agency Formation Commission of Ventura County as follows:

- (1) The Executive Officer's Staff Report and Recommendation dated October 19, 2011 is adopted.
- (2) The time for recording a certificate of completion to complete proceedings for LAFCo 10-12 City of Santa Paula Reorganization – East Area 1 is hereby extended to March 16, 2013.
- (3) All provisions, terms and conditions of LAFCo resolution 10-12, dated March 16, 2011, shall remain in effect.

This resolution was adopted on October 19, 2011.

	AYE	NO	ABSTAIN	ABSENT
Commissioner Cunningham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Long	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Freeman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Morehouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Parvin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Pringle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Commissioner Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Commissioner Dandy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Commissioner Bennett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dated: _____

Chair, Ventura Local Agency Formation Commission

C: City of Santa Paula



STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 9

TO: LAFCo Commissioners

FROM: Kim Uhlich, Executive Officer *KU*

SUBJECT: East Area 1 Condition of Approval Requiring Annexation of East Area 2 Island

RECOMMENDATION:

Provide feedback to the City of Santa Paula regarding the City's intention to include additional territory in its pending proposal to annex the East Area 2 island pursuant to the condition of approval for the East Area 1 reorganization proposal.

BACKGROUND:

On March 16, 2011 the Commission approved LAFCo 10-12S and 10-12, which included a request by the City of Santa Paula for a sphere of influence amendment and reorganization to allow for the development of the East Area 1 Specific Plan (EA1SP). The EA1SP encompasses approximately 500 acres east of the City and includes 1,500 residential units and several hundred thousand square feet of commercial, industrial, and public uses. As proposed, the annexation of the EA1SP would have resulted in the creation of an approximately 70-acre unincorporated island which was referred to as the East Area 2 (EA2) island (Attachment 1). Pursuant to the EA1SP, the City is to extend water and sewer service infrastructure through the EA2 island to serve the EA1SP. The EA2 island contains agricultural land and industrial land, as well as a low income residential community.

As part of the EA1SP proposal, the City requested that the Commission waive the provision in LAFCo law that prohibits the creation of unincorporated islands. To allow the proposal to move forward, the Commission waived the prohibition and imposed a condition requiring the City to initiate annexation of the EA2 island prior to recordation of the EA1SP reorganization. More specifically, Condition No. 22 from the LAFCo 10-12 Resolution of Approval provides as follows:

COMMISSIONERS AND STAFF

COUNTY: Kathy Long Linda Parks <i>Alternate:</i> Steve Bennett	CITY: Carl Morehouse Janice Parvin, Vice Chair <i>Alternate:</i> Carol Smith	SPECIAL DISTRICT: Elaine Freeman Gail Pringle <i>Alternate:</i> Bruce Dandy	PUBLIC: Lou Cunningham, Chair <i>Alternate:</i> Vacant
Executive Officer: Kim Uhlich	Dep. Exec. Officer Kai Luoma	Office Mgr/Clerk: Debbie Schubert	Office Assistant: Martha Escandon
			Legal Counsel: Michael Walker

Prior to recordation of the reorganization, the City shall file an application to annex the entirety of the East Area 2 island.

On May 12, LAFCo staff met with City staff to discuss the annexation of EA2. City staff indicated that they wished to include additional territory outside of the island, some of which extended beyond the City's sphere of influence and CURB. In response, LAFCo staff acknowledged that the City may submit any proposal it chooses but cautioned that the EA2 proposal is unique by virtue of it being the subject of a LAFCo condition of approval. LAFCo staff also identified the following actions that would likely need to be taken by the City either before or in conjunction with the LAFCo application to include the additional territory: an amendment to the City CURB, an amendment of the Santa Paula – Fillmore Greenbelt by each of the respective parties, a City general plan amendment, approval of the necessary land use entitlements, approval of rezoning designations, and a request for a sphere of influence amendment. In addition, LAFCo staff also indicated that a portion of the additional area that the City wishes to annex is within a FEMA designated floodplain and noted the Commissioner's Handbook policy Sections 3.3.1.2(h) and 4.3.1.2(d) discourage sphere of influence amendments and annexations of territory within a FEMA designated floodplain and that would accommodate new development unless the flood hazard can be adequately mitigated. These items were also outlined in a subsequent letter to City staff (Attachment 2).

On July 22, 2011 LAFCo staff received a Notice of Preparation (NOP) for an EIR for the EA2 annexation proposal. The annexation boundaries in the NOP include most of the territory discussed at the May 12 meeting, although it excludes the portion of the area that is within the Santa Paula – Fillmore Greenbelt and outside of the City CURB and sphere of influence. More specifically, the territory includes two Assessor parcels and a portion of a third Assessor parcel (Attachment 3). The total area, including a Caltrans right of way, is approximately 33 acres. The territory is within the City's CURB and sphere of influence and is not within a greenbelt. It is designated by the county general plan for agricultural-urban reserve and zoned agricultural exclusive. It is designated by the City's general plan for commercial/light industrial use. The City is currently processing a specific plan for a commercial development on the site. According to the land owner, the area is an integral component of the East Area 1 Specific Plan area because it will create an opportunity for the development of a large commercial use that neither exists within the current City boundary nor will exist within East Area 1.

ANALYSIS

Given the City's wish to file a proposal to annex the EA2 island plus additional territory outside of the EA2 island, and the condition which expressly requires the City to file 'an application to annex the entirety of the East Area 2 island', staff is requesting feedback as to whether the Commission would consider the combined proposal to be consistent with your condition of approval. It is important to note that LAFCo has not yet received a formal request to annex any of the territory described in this report. As such, it would not be appropriate at this time for the Commission to consider the merits of annexing the territory discussed in this report.

Staff Report

East Area 1 Condition of Approval Requiring Annexation of East Area 2 Island

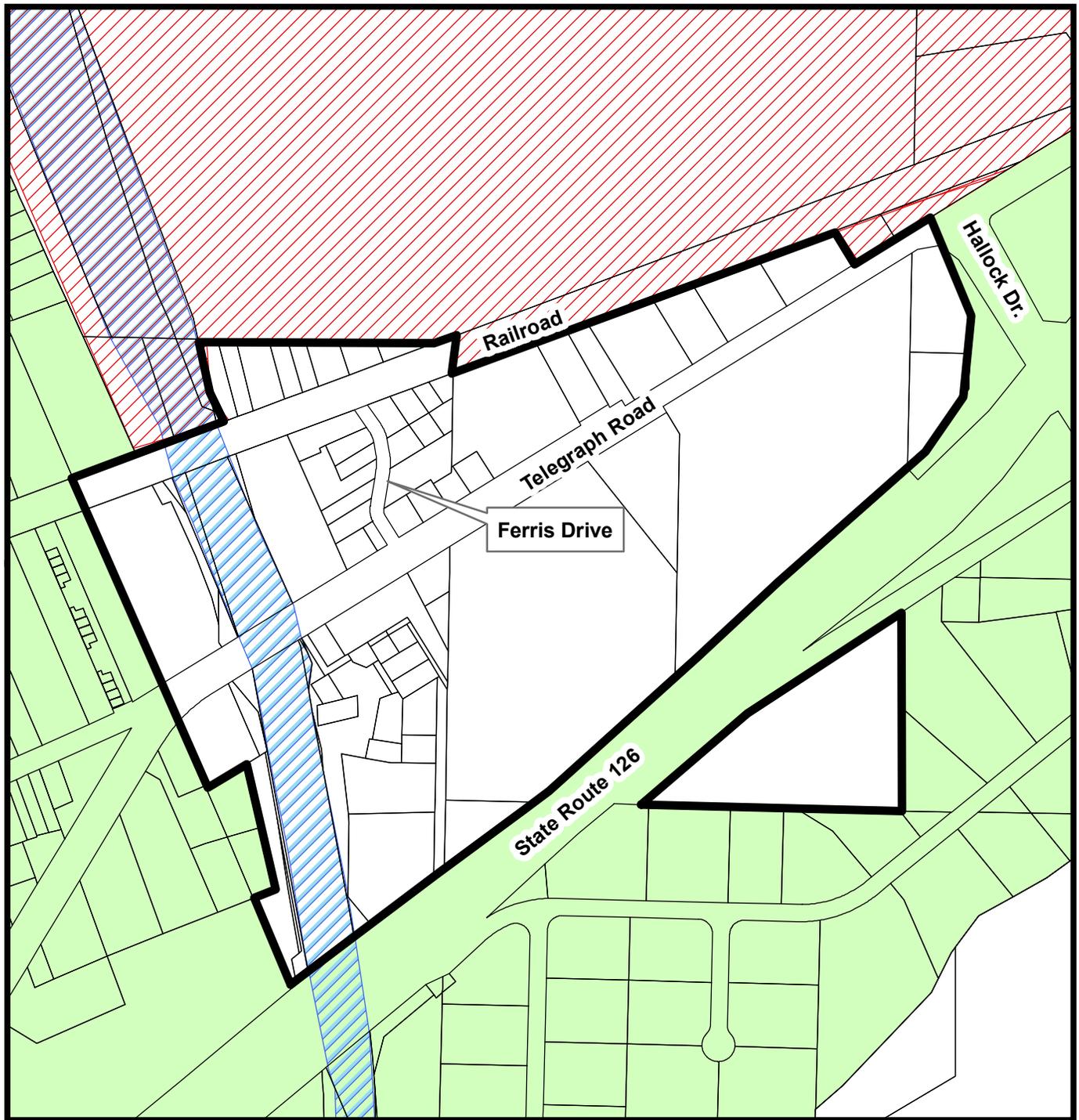
October 19, 2011

Page 2 of 3

The land owner has indicated that the reason for the request is to expedite the annexation of the area outside of the island to the greatest extent possible. However, how a combined annexation application would afford such an advantage is unclear to LAFCo staff. The authority to initiate a change of organization rests with the City or other affected local agency and not with LAFCo. The City may file an application to annex the area outside of the EA2 island at any time it chooses, even prior to filing an application to annex the EA2 island. The only actual benefit to combining the proposals is the cost savings associated with the filing fees charged by LAFCo, the County Surveyor and the Assessor (approximately \$5,500). There may also be a cost savings associated with preparation of the required maps and legal descriptions, but it would not likely be significant.

Should the Commission declare that a combined annexation proposal is consistent with the condition of approval and the City subsequently submit a combined annexation proposal, it would in no way affect the Commission's authority to review and approve or disapprove the proposal with or without amendment, wholly, partially, or conditionally pursuant to section 56375(a)(1) of the Government Code. For example, the Commission could approve a modified annexation area boundary excluding the area outside of EA2 island if it ultimately chose to do so.

Attachments: (1) Map of East Area 2 Island
(2) May 23, 2011 Letter from Kai Luoma to Janna Minsk
(3) Map of East Area 2 Proposed Boundary Addition



East Area 2
Unincorporated Island

Legend

-  Unincorporated Island
-  City of Santa Paula
-  East Area 1 Boundaries
-  Santa Paula Creek

May 23, 2011

Janna Minsk, AICP
Planning Director
City of Santa Paula
200 S. Tenth Street
Santa Paula, CA 93060

Subject: Annexation of East Area 2

Dear Ms. Minsk:

It was a pleasure meeting with you and Jennifer Welch on Thursday, May 12 to discuss the options related to annexation of East Area 2 to the City. The purpose of this letter is to summarize our discussion.

Pursuant to a condition adopted by the Commission as part of its approval of the East Area 1 reorganization (LAFCo 10-12), the City shall submit an application to LAFCo for the annexation of the approximately 70-acre unincorporated area, referred to as the East Area 2 island, prior to recordation of East Area 1. At our meeting, you indicated that the proponent of the East Area 1 proposal, the Limoneira Company, is exploring the possibility of including additional territory as part of this annexation. The remainder of our meeting focused on a discussion of the applicable LAFCo requirements and policies that will need to be addressed by the City and/or property owners.

The additional territory is located east of and abutting the City and fronts the south side of State Route 126. The territory includes two Assessor parcels of approximately 25 and 12 acres, owned by Limoneira and Samuel Alvarez Trust (Alvarez), respectively. This territory is not a part of, nor does it abut, the approximately 70-acre unincorporated island area that is the subject of the LAFCo condition of approval mentioned above. The specific points discussed were as follows:

- *Greenbelt and CURB*

Based on the maps we reviewed at the meeting, it appears that approximately half of the Alvarez parcel is within the Santa Paula – Fillmore Greenbelt (one map seemed to indicate the entire Alvarez parcel was within the Greenbelt). It also appears that approximately half of the Alvarez parcel is outside the City's CURB. As we discussed, LAFCo policies generally preclude approval of an annexation that is inconsistent with greenbelt agreements or ordinances requiring voter approval (Ventura LAFCo Commissioner's Handbook Sections 3.2.4.2 and 3.2.4.4). Any

amendments to the Greenbelt or CURB that may be needed for development of the area should occur prior to an application being submitted to LAFCo.

We discussed the feasibility of the City pursuing an annexation of only that portion of the Alvarez parcel that may currently be outside of the Greenbelt and within the CURB, thereby avoiding the need for amendments. However, the annexation of a portion of a legal parcel is inconsistent with Handbook Sections 3.1.4.2 and 3.1.4.3, which provide that the Commission will only approve annexations which conform to lines of assessment or ownership and involve only legal lots. Further, if the City were to approve a parcel map subdividing the property, pursuant to Section of 66457 of the Subdivision Map Act, the County of Ventura would be required to act on the final map. In the past, the County has indicated it opposes such subdivisions if the resulting parcel in the unincorporated County is non-conforming or if the non-conformity of an existing parcel is increased. The resulting parcel in the unincorporated area would be approximately 6 acres, well below the 40-acre minimum lot size of the County's AE-40 zoning.

- *General Plan*

Based on a review of the City's General Plan Land Use Element, it appears that a substantial portion of the Limoneira parcel and all of the Alvarez parcel are outside the boundaries of the East Area 2 Planning Area, and thus do not possess a General Plan land use designation. In order for either of the parcels to be annexed, the General Plan must be amended to include the parcels.

- *Sphere of Influence*

The Limoneira parcel is within the City's sphere of influence but the Alvarez parcel is not. In order for the Alvarez parcel to be annexed, it must first be brought within the City's sphere. A sphere of influence amendment would be required.

- *Rezoning/Land Use Entitlements*

You indicated that the property owners are interested in annexation in order to construct a commercial development on the site. In order for LAFCo to consider a sphere of influence amendment and/or annexation, the area must be rezoned consistent with the General Plan and with the proposed development. As part of this process, an environmental document must be prepared pursuant to the California Environmental Quality Act (CEQA). The environmental review must consider the whole of an action, which includes the land use entitlements necessary for the proposed development. Under CEQA, LAFCo would act as responsible agency and must rely on the City's CEQA document. Therefore, the necessary land use entitlements and CEQA document must be approved by the City prior to submittal of an application to LAFCo.

- *Floodplain*

The Alvarez property is bisected by Huan Creek. It appears that the entirety of the Alvarez property and a substantial portion of the Limoneira property are within the FEMA designated floodplain for the Creek and both parcels may be bisected by a floodway. It also appears that a substantial portion of the Limoneira parcel is within

the floodplain of Santa Paula Creek. Handbook Sections 3.3.1.2(h) and 4.3.1.2(d) discourage sphere of influence amendments and annexations that would accommodate new development and include a FEMA designated floodplain unless the hazard can be adequately mitigated. As we discussed, the East Area 1 project includes various improvements to Huan and Santa Paula Creeks to reduce flood risk. Development of these parcels may be reliant on completion of the flood control improvements that are to occur as part of East Area 1 and/or the completion of further CEQA review. Please contact the Ventura County Watershed Protection District for additional information regarding flood maps.

As part of the approval of the East Area 1 proposal, the Commission required the annexation of the island area for the following reasons:

- To ensure that a low-income community located within the island area is afforded municipal services, thereby addressing an issue of environmental justice.
- To avoid potential logistical and financial challenges with respect to the County providing services to an unincorporated island.

The Commission's reasons for requiring annexation of the island are not applicable to the additional two parcels. Where the Commission has indicated its desire to see the island annexed, no such desire has been expressed for these two parcels. Given the aforementioned issues, their inclusion as part of the island annexation will likely delay submittal of an application to LAFCo as well as complicate the processing of the island annexation.

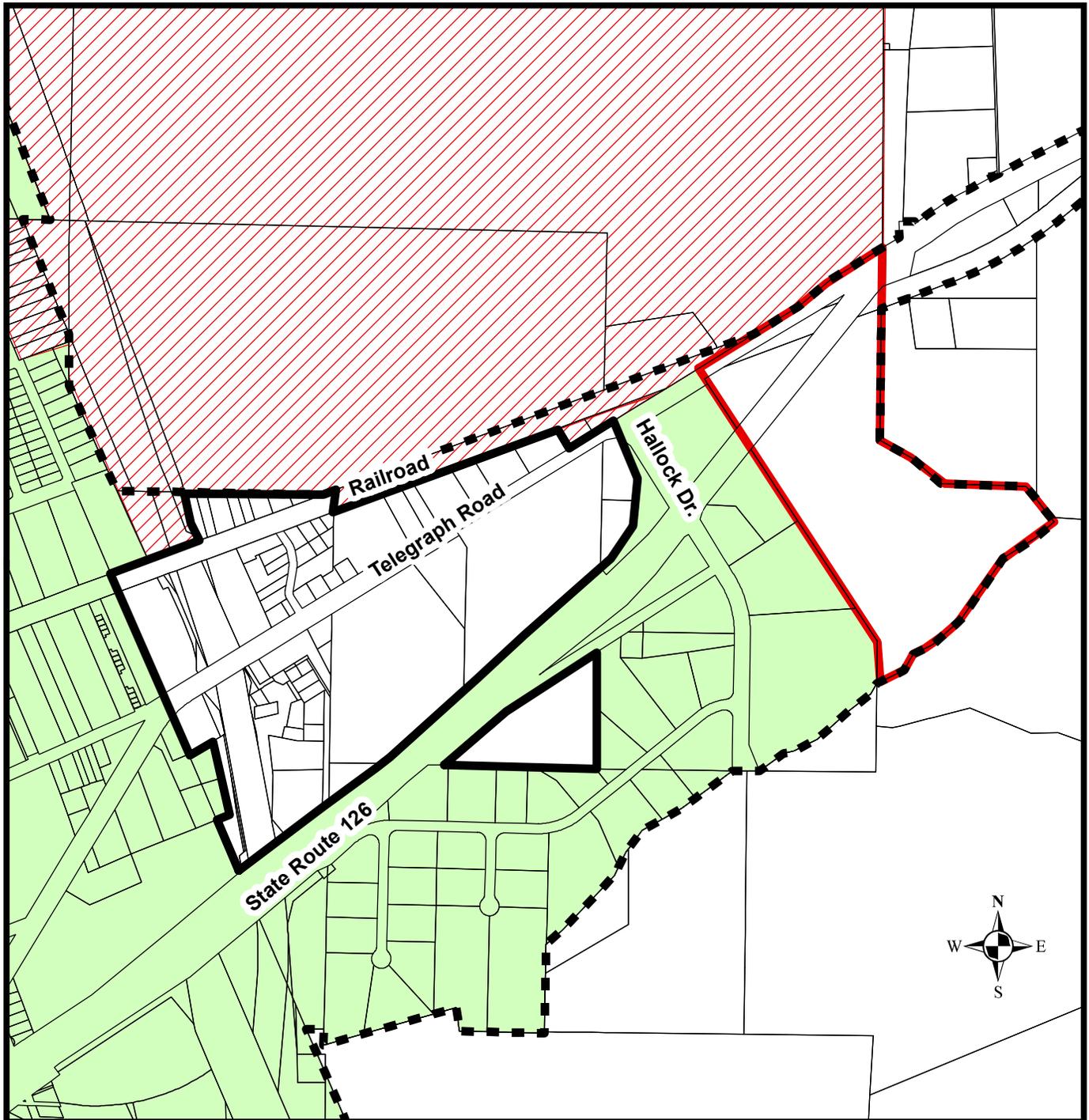
I hope that I have accurately summarized our meeting. Please feel free to contact me should you have any questions.

Sincerely,



Kai Luoma, AICP
Deputy Executive Officer

c: LAFCo Commissioners
Jaime Fontes, City of Santa Paula
Norma Camacho, Ventura County Watershed Protection District
Harold Edwards, Limoneira Company



East Area 2 Proposed Boundary Addition

Legend

-  East Area 2 Unincorporated Island
-  Proposed Additional Territory
-  East Area 1 Boundaries
-  City of Santa Paula
-  Santa Paula Sphere of Influence



STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 10

**LAFCo CASE
NAME & NO:**

LAFCo 11-06 City of San Buenaventura Reorganization –
Parklands

PROPOSAL:

To annex three Assessor parcels to the City of San Buenaventura (City) and the Ventura Port District. The same territory is to be detached from the Ventura County Resource Conservation District, the Ventura County Fire Protection District and County Service Area No. 32. The proposal will allow for the development of the Parklands Specific Plan approved by the City, which includes up to 499 residential units, approximately 25,000 square feet of commercial/retail space, and approximately 6,500 square feet of civic space.

SIZE:

The approved Specific Plan encompasses approximately 66 acres, of which approximately 12 acres are already within the City. The proposal area includes the remaining approximately 54 acres (see Attachment 3).

LOCATION:

The proposal area is located on the northwest corner of the intersection of Wells Road and State Route 126 in east San Buenaventura (see Attachment 1).

The proposal area is located within the sphere of influence of the City. It is also within the boundaries of the United Water Conservation District and within the sphere of influence of the Ventura Port District.

PROPONENTS:

City of San Buenaventura by resolution.

NOTICE:

This matter has been noticed as prescribed by law.

COMMISSIONERS AND STAFF

COUNTY:

Kathy Long
Linda Parks
Alternate:
Steve Bennett

CITY:

Carl Morehouse
Janice Parvin, Vice Chair
Alternate:
Carol Smith

SPECIAL DISTRICT:

Elaine Freeman
Gail Pringle
Alternate:
Bruce Dandy

PUBLIC:

Lou Cunningham, Chair
Alternate:
Vacant

Executive Officer:
Kim Uhlich

Dep. Exec. Officer
Kai Luoma

Office Mgr/Clerk:
Debbie Schubert

Office Assistant
Martha Escandon

Legal Counsel:
Michael Walker

PARCEL INFORMATION:

Assessor's Parcel Numbers	Owner/Assessee
089-0-012-140	Gladys Coffman Trust Estate
089-0-012-160	Beach Plaza LLC et al
089-0-012-185	Gladys Coffman Trust Estate

RECOMMENDATIONS

1. Certify that the Commission has reviewed and considered the information contained in the environmental impact report entitled "Parklands Specific Plan Final Environmental Impact Report June 2009" prepared by the City as lead agency.
2. Adopt the attached resolution LAFCo 11-06 making determinations and approving the City of San Buenaventura Reorganization – Parklands

GENERAL ANALYSIS

1. Land Use

Site Information

The site is currently used for agriculture.

The following table identifies the County's current land use designations and zoning, the City's land use designations and rezoning, and the existing and approved uses for the proposal area:

County General Plan	County Zoning	City General Plan	City Pre-Zoning	Existing/ Approved Use
Agriculture Urban Reserve – 40 acres	Agriculture Exclusive – 40 acres (AE-40)	Neighborhood Low (0-8 units per acre)	Various urban transects	Agriculture / Parklands Specific Plan

The Parklands Specific Plan was approved by the City in 2009. Attachment 4 is the site plan for the Specific Plan. A development agreement (DA) between the City and the developer was approved by the City in June 2011 (Attachment 5). The Specific Plan is comprised of approximately 25,000 square feet of commercial development, an approximately 6,500 square foot civic building, and 499 residential units, including:

- 173 "courtyard housing" units
- 70 rowhouses

- 40 triplex and quadplex units
- 216 single family units

Conformity with Plans

The proposal area is within the sphere of influence of the City; therefore the City's General Plan takes precedence according to LAFCo policies. The City's General Plan designation is "Neighborhood Low, 0-8 units per acre". Prior to initiating a reorganization request, the City adopted a Specific Plan, which rezoned the site to allow for the development of a primarily residential subdivision with a limited amount of commercial space. The proposed use of the proposal area is therefore consistent with the City's General Plan and zoning designations.

Upon annexation, the proposal area would not be subject to either the City SOAR ordinance or Hillside Voter Participation Act (HVPA). The SOAR ordinance provides that lands designated as "Agricultural Use" in the Comprehensive Plan shall not be amended unless such amendment is approved by a public vote. The HVPA provides that the City shall not extend urban services into, and shall not authorize urban land uses within, the Hillside Voter Participation Area unless approved by a public vote. The City SOAR ordinance would not apply because the site is designated Neighborhood Low (0-8 dwelling units/acre) in the City's Comprehensive/General Plan. The HVPA does not apply, as the proposal area is not within the Hillside Voter Participation Area.

The County General Plan land use designation for the proposal area is "Agriculture-Urban Reserve". As such, the site is subject to the County's SOAR Ordinance only as long as it remains under County jurisdiction.

Surrounding Land Uses, Zoning, and General Plan Designations

Single family residential development and a mobile home park abut the proposal area to the west. Single family and multifamily (senior housing) residential development is located north of the area across Telegraph Road. Office and commercial uses are located to the east across Wells Road. State Route 126 abuts the area to the south.

Topography, Natural Features and Drainage

The site is generally flat. Brown Barranca crosses the eastern portion of the proposal area in a north-south direction.

2. Impact on Prime Agricultural Land, Agriculture, and Open Space

With the exception of approximately 4 acres occupied by Brown Barranca, the entire proposal area is considered to be prime agricultural land pursuant to LAFCo law.

Thus, approximately 50 acres will be converted to urban uses. The Specific Plan, which encompasses 66 acres, will result in the conversion of approximately 62 acres of prime agricultural land. The proposal area is not subject to a Land Conservation Act contract or a Farmland Security Zone agreement, and is not located within a greenbelt.

Conversion of Prime Farmland

Section 3.3.5.1 of the Commissioner's Handbook identifies various criteria that must be met in order for the Commission to approve a proposal for a change of organization or reorganization which is likely to result in the conversion of prime agricultural or open space land. These criteria and a brief discussion of each are listed below:

- (a) *The territory involved is contiguous to either lands developed with an urban use or lands which have received all discretionary approvals for urban development.*

The proposal area abuts residential development to the west and north and commercial development to the east.

- (b) *The territory is likely to be developed within 5 years and has been pre-zoned for non-agricultural or open space use. In the case of very large developments, annexation should be phased wherever possible.*

The City has approved all entitlements necessary for the development of the proposal area and development is expected to commence within five years.

- (c) *Insufficient non-prime agricultural or vacant land exists within the existing boundaries of the agency that is planned and developable for the same general type of use.*

The City submitted a vacant and underutilized residential sites inventory, analysis and map. Based on the information submitted, the City represents that there is no other vacant or underutilized residential lots (either alone or in combination) within the city limits that would accommodate a development of the size proposed for the subject territory. The City also emphasized its commitment to its "Infill First" strategy to accommodate the approximately 8,300 additional housing units anticipated by its 2005 General Plan. This strategy emphasizes development of vacant land within the City's existing sphere of influence, excluding SOAR-protected land and land within the Hillside Voter Participation Area.

- (d) *The territory involved is not subject to voter approval for the extension of services or for changing general plan land use designations. Where such voter approval is required by local ordinance, such voter approval must be obtained prior to*

LAFCo action on any proposal unless exceptional circumstances are shown to exist.

The territory is not subject to voter approval.

- (e) *The proposal will have no significant adverse effects on the physical and economic integrity of other prime agricultural or open space lands.*

See discussion under *Impacts on Adjoining Agricultural Land* below.

Insufficient Non-Prime Agricultural or Vacant Land

Section 3.3.5.2 of the Commissioner's Handbook states that Commission will not find that insufficient non-prime agricultural or vacant land exists within the City, unless the city prepares a detailed alternative site analysis, which includes:

- (a) *An evaluation of all vacant, non-prime agricultural lands within the boundaries of the jurisdiction that could be developed for the same or similar uses.*
- (b) *An evaluation of the re-use and redevelopment potential of developed areas within the boundaries of the jurisdiction for the same or similar uses.*
- (c) *Determinations as to why vacant, non-prime agricultural lands and potential re-use and redevelopment sites are unavailable or undesirable for the same or similar uses, and why conversion of prime agricultural or open space lands are necessary for the planned, orderly, and efficient development of the jurisdiction.*

The City submitted a detailed site analysis, as discussed above under Conversion of Prime Farmland, item (c).

Impacts on Adjoining Agricultural Land

Surrounding lands are developed with urban uses. The only agricultural land near the proposal area is located to the northeast across the Telegraph/Wells Road intersection. This property is located outside City boundaries and sphere of influence and is within a greenbelt. Any development other than for agricultural uses would necessitate annexation to the City and would require a public vote pursuant to the City's agricultural preservation provisions. Thus it can be expected to remain in agricultural use for the foreseeable future. There is a residence and landscaping located on the corner of this agricultural property serving to buffer the agricultural activity from the proposal area. The intersection of Telegraph and Wells Roads provides additional buffering. The closest agricultural activity on this property is located over 300 feet from the northwest corner of the Specific Plan.

Pursuant to Section 3.3.5.3 of the Commissioner's Handbook, in determining whether a proposal will adversely impact adjoining prime agricultural lands, the

Commission shall consider several factors. These factors, and a brief discussion of each, are listed below:

- (a) *The prime agricultural and open space significance of the territory and adjacent areas relative to other agricultural and open space lands in the region.*

The agricultural land located to the northwest is considered to be prime.

- (b) *The economic viability of the prime agricultural lands to be converted.*

In reviewing a proposal's impact on agricultural land LAFCo must utilize the definition of "prime agricultural land" found in Govt. Code Section 56064. With the exception of the Brown Barranca, the entire proposal area is rated as 80-100 (excellent) by the Storie Index Rating, making it prime agricultural land under LAFCo law. The County has determined that prime agricultural lands in the County are highly productive and are capable of supporting commercially viable agricultural operations on parcels as small as 9 acres. At over 50 acres, it appears that the proposal area is economically viable for continued agricultural use.

- (c) *The health and well being of any urban residents adjacent to the prime agricultural lands to be converted.*

Conversion of the proposal area from agricultural operations will likely benefit the adjacent urban residents to the north and east by eliminating nuisance and potentially harmful agricultural practices, such as noise, the generation of dust, and application of herbicides/pesticides. However, it should be noted that the agricultural activities and adjacent residential development have coexisted for nearly 60 years.

- (d) *The use of the territory and the adjacent areas.*

The residential development of the proposal area is consistent with the adjacent residential uses to the north and west.

- (e) *Whether public facilities related to the proposal would be sized or situated so as to facilitate the conversion of prime agricultural or open space land outside of the agency's sphere of influence, or will be extended through prime agricultural or open space lands outside the agency's sphere of influence.*

The adjacent prime agricultural land to the northeast is located outside the City's boundaries and sphere of influence. It is designated as agriculture by the City's General Plan and any proposed development would be subject to a

public vote. The City does not anticipate providing services to this property that would facilitate the conversion of these agricultural lands.

- (f) *Whether natural or man-made barriers serve to buffer prime agricultural or open space lands outside of the agency's sphere of influence from the effects of the proposal.*

The closest agricultural activities located outside the City's sphere of influence are over 300 feet from the northeast corner of the Specific Plan. According to the County Agriculture/Urban Buffer Policy, a distance of 300 feet should be maintained between urban and agricultural uses.

- (g) *Applicable provisions of local general plans, applicable ordinances that require voter approval prior to the extension of urban services or changes to general plan designations, Greenbelt Agreements, applicable growth-management policies, and statutory provisions designed to protect agriculture or open space.*

The proposal area is not subject to any of these limitations/provisions.

- (h) *Comments and recommendations by the Ventura County Agricultural Commissioner.*

Staff is aware of no comments or recommendations made by the Agricultural Commissioner's Office regarding the Specific Plan.

3. Population

According to the County Registrar of Voters, there are fewer than 12 registered voters in the proposal area. As such, the proposal area is considered to be uninhabited under the provisions of LAFCo law relating to protest proceedings.

4. Services and Controls – Need, Cost, Adequacy and Availability

The City will provide the proposal area with a wide range of municipal services. The developer is to pay for the necessary improvements to infrastructure and the ongoing services will be financed through user fees, property taxes, and property assessments.

Fire/Emergency Services

The proposal area will be primarily served by Fire Station Number 6, which is located within one mile of the proposal area. Given the proximity of the proposal area to the fire station, priority response times are anticipated to be 2-3 minutes, well within the City's goal of 5 minutes.

However, the 2-3 minute response time for Fire Station 6 assumes that all of the City's six fire stations are in operation (see Attachment 10, Figure 7-2 from the City General Plan). Approximately one year ago, the City closed Fire Station Number 4 due to budgetary reasons. Other fire stations, including Fire Station 6, have been forced to cover those calls that were previously covered by Fire Station 4. As a result, the presumed 2-3 minute response time may no longer be accurate.

Since the closure of Fire Station 4, emergency response times have increased. Based on data over the last year, the fire department reached its goal of a 5 minute response time 51 percent of the time on a City wide basis but only 16 percent of the time within the Eastern half of the City. The increased demands on Fire Station 6 resulting from the Parklands Specific Plan would further limit the availability of Fire Station 6 to respond to those calls previously handled by Fire Station 4 or to cover other fire stations which are responding to such calls. This may further decrease the emergency response rate in east Ventura around Fire Station 4 as well as that in areas around other fire stations.

In addition, due to the closure of Fire Station 4, daytime firefighter staffing levels are equivalent to staffing levels in 1974, when the City's population was approximately 56,000 and there were 1,975 calls for service. The City's current population exceeds 100,000 and there were over 11,500 calls for service in 2010. It therefore appears that the City may not have the ability to provide adequate emergency response to the Parklands Specific Plan area. In addition, it appears that the additional demand for service from the new development may further decrease the City's ability to provide adequate emergency response to other portions of the City. This could directly impact the life and safety of existing City residents as well as those future City residents within the Parklands Specific Plan.

The closure of Fire Station 4 was intended to be temporary to address an immediate need to cut expenditures. In an effort to reopen and re-staff the station, the City recently applied for and received a \$2.3 million grant from the Department of Homeland Security. This would appear to address the aforementioned adverse impacts to the City's emergency response services. However, as reported in the Ventura County Star on October 11 (Attachment 11) and confirmed by City staff, the City will be required to pledge approximately \$1.2 million of its own funds over the next three years before it can accept the grant. City staff is scheduled to present a report to the City Council identifying potential budgetary options on October 24 and have expressed confidence to LAFCo staff that the City will ultimately secure the necessary financing. To ensure that the revenue necessary to reopen Fire Station 4 is identified prior to the completion of the reorganization, staff recommends that the Commission impose the following condition:

A Certificate of Completion shall not be recorded until the City has provided confirmation satisfactory to the Executive Officer that the City's share of funding necessary for the City to accept the \$2.3 million grant from the

Department of Homeland Security to reopen Fire Station Number 4 has been identified.

City staff has indicated that such a condition is acceptable.

Parks and Recreation Services / Stormwater Drainage

The parks and storm drainage within the proposal area are interrelated and, for purposes of discussion, have been combined under one section.

The Specific Plan includes a variety of parkland, including various small pocket parks and tot lots, a linear park/bike path along Brown Barranca, neighborhood parks, and a recreation field. A homeowners association (HOA) is to own most of the smaller parks and the City will finance the associated maintenance responsibilities through a maintenance assessment district (MAD). The City will own the neighborhood parks, totaling approximately 5.4 acres, the largest of which is 1.44 acres located at the southeast corner of the Specific Plan area. Pursuant to section 5.1.5 of the DA, and clarified in a letter from City staff (Attachment 6), the source of funding for the maintenance of the City-owned parks will be equally split between the MAD and the City General Fund.

The 1.44-acre park is to be integrated with a storm water detention basin (numbers 6 and 15 on the Parks Distribution Plan - Attachment 7). The basin will detain storm water runoff so that the volume of post development runoff to Brown Barranca does not exceed that of pre-development. In addition, the southeastern corner of the Specific Plan is located in a FEMA-designated floodplain. The detention basin will be sized so that the volume of floodwater that would otherwise flood this portion of the site will also be detained. Thus the detention basin will be designed to prevent the project from exacerbating flood risk downstream.

The detention basin was originally conceived as an above-ground basin designed to detain runoff. However, to address the need to detain a greater volume of runoff and floodwater, an expanded underground detention basin was incorporated into the project. However, the developer is exploring alternative designs with the Ventura County Watershed Protection District that would retain an even greater volume of floodwater from Brown Barranca to help alleviate downstream flooding. As a result, the detention basin may increase in size from that approved, though none of the ultimate designs will have any impact on the proposal area boundary.

Pursuant to the DA, the annual cost to maintain the 5.4 acres of City parks, including the detention basin, is estimated to be \$60,000, \$30,000 of which is to be paid from the City's General Fund. However, according to City staff, this estimate was based on the above ground detention basin incorporated within the 1.4-acre park. It did not include alternative designs, such as the underground detention facility or an expanded basin (one alternative indicated a basin exceeding six acres). No estimates of the costs to maintain any of the alternative designs have

been provided. However, City staff has indicated that the City is committed to covering 50% of the costs from the General Fund to maintain the parks and detention basin regardless of the ultimate cost.

Police Services

Police services will be provided by the City. The City has represented that priority and non priority response time to the proposal area would be consistent with those provided to all other parts of the City. Police services are funded through the City's General Fund.

School Services

The proposal area is within the Ventura Unified School District and is served by Saticoy Elementary School, Balboa Middle School, and Buena High School. Based on current enrollment, the number of elementary students that would be generated by the Specific Plan will cause the 465-student capacity of the Saticoy Elementary School to be exceeded by 41 students. The developer will be required to pay a school impact mitigation fee. Pursuant to state law, payment of this fee is deemed sufficient to mitigate all impacts to school facilities. If the fee is paid, LAFCo cannot deny a proposal based on a lack of school capacity, regardless of whether the mitigation fee is or is not adequate to address the school capacity issue.

Sewer Service

Sewer service will be provided by the City. According to a sewer study prepared as part of the EIR and information provided as part of the application, the Specific Plan will connect to existing sewer trunk lines located in Wells and Blackburn Roads. These trunk lines have adequate capacity to accommodate the proposal.

Internal sewer infrastructure improvements will be financed by the developer and dedicated to the City. User fees will be used to finance ongoing maintenance.

Solid Waste Collection and Disposal

The City contracts with a private solid waste collection and disposal provider. The service will be financed through user fees.

Street Lighting and Landscaping and Maintenance

The MAD will serve as the funding source for street lighting, landscaping, and street maintenance costs.

Water Service

A water supply assessment (WSA) was prepared as part of the EIR. According to the EIR, the estimated potable water demand for the Specific Plan will be 299 acre feet per year (AFY). The WSA estimates that in 2010, the City's water supply will exceed total demand by approximately 8,267 acre feet. However, according to the City's 2011 updated Urban Water Management Plan (UWMP), in 2010 supply exceeded demand by approximately 3,250 acre feet. The UWMP uses historic

population growth rates as well as population growth anticipated in the City's General Plan to estimate future population through 2035. Residential development of the proposal area was considered as part of the General Plan. According to the UWMP, anticipated supplies will exceed projected demand by 2,000-3,000 AFY though 2035. Thus, it appears that the City will have an adequate water supply to serve the Specific Plan.

The proposal area will be served by existing water mainlines located in Telegraph, Wells, and Blackburn Roads. No mainline extensions are required. Internal water infrastructure improvements will be financed by the developer and dedicated to the City. User fees will be used to finance ongoing maintenance.

5. Boundaries and Lines of Assessment

The boundaries are definite and certain. The maps and legal descriptions for this proposal have been forwarded to the County Surveyor but have not yet been certified as being accurate and sufficient for the preparation of a Certificate of Completion pursuant to Government Code Section 57201 and for filing with the State Board of Equalization. As such, the attached Resolution includes a condition that predicates recordation of a Certificate of Completion (completion of annexation proceedings) upon the approval of a map and legal description by the County Surveyor.

6. Assessed Value, Tax Rates and Indebtedness

The assessed land value of each parcel per the 2011 - 2012 tax roll is:

Assessor's Parcel No.	Assessed Value	Tax Rate Area	Tax Rate per \$100 of value
089-0-012-140	\$ 760,378	91018	1.047500
089-0-012-160	\$ 586,712		
089-0-012-185	\$ 1,131,517		

Upon annexation, new tax rate areas will be assigned, though the specific tax rate areas have not yet been identified by the Assessor.

7. Environmental Impact of the Proposal

The City is the lead agency under CEQA and prepared an EIR (Parklands Specific Plan Final Environmental Impact Report – June 2009) that addressed impacts associated with development of the proposal area. The City certified the final EIR in August 2009. The EIR was previously distributed to the Commission under separate cover.

The EIR determined that significant impacts in the following areas would be less-than-significant with the imposition of mitigation measures:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Hazardous Materials
- Hydrology
- Noise

The EIR determined that the following significant impacts could *not* be mitigated to less-than-significant levels:

- Air Quality
- Conversion of agricultural lands
- Solid waste generation/land fill capacity

However, these significant, unavoidable impacts were identified as cumulative impacts and were discussed and analyzed as part of the 2005 General Plan process. The City adopted statements of overriding considerations for these impacts as part of the certification of the 2005 General Plan EIR. The City's CEQA findings for the Parklands Specific Plan can be found under Attachment 8.

8. Regional Housing Needs

One of the primary purposes for the creation of LAFcos by the State Legislature is to promote orderly growth (Govt. Code Section 56001). The Legislature recognized that "providing housing for persons and families of all incomes is an important factor in promoting orderly development." Thus, one of the factors that the Commission must consider when making a determination is the extent to which the proposal will affect the City in achieving its fair share of regional housing needs (Govt. Code 56668(l)). Another factor that the Commission must consider is the proposal's consistency with the City's General Plan, which includes the Housing Element (Govt. Code Section 56668(g)).

Pursuant to the City's Housing Element, the City's inclusionary housing ordinance, which was adopted in 2006, is to be used as one of the programs by which the City intends to achieve its regional housing needs obligation for very low-, low-, and moderate-income households. Pursuant to the City's inclusionary housing ordinance, developments consisting of 15 or more residential units shall provide and designate a certain percentage of the total units as inclusionary units legally restricted to occupancy by moderate-, low-, or very low-income households. There are also provisions in the ordinance that moderate-income units must be "for sale"

unless it is demonstrated that such for sale units would create an undue burden on the development or render it infeasible.

The “Affordable Housing” provisions for the Specific Plan can be found in section 4.1.2 of the DA. According to the DA, the development is to rent the 173 courtyard housing units at market rates for a minimum of 25 years. Within the 25 years, the developer retains the right to convert the 173 rental units to for-sale condominiums, at which time 32 of the condos must be designated for moderate-income households and 12 for low-income households for the remainder of the 25 year period. These units may continue to be rented.

As noted in this section of the DA, the developer contends that the Specific Plan is exempt from the inclusionary housing ordinance. City staff have confirmed that it is not. However, there is no requirement that any of the 499 units be legally restricted to occupancy by very low-, low-, or moderate-income households. There is no requirement that moderate income units be for sale. Only if the 173 rental units are converted to “for sale” units, though there is no requirement to do so, will any long term guaranteed affordable units be provided. With 499 for sale units, the inclusionary housing ordinance would require the Specific Plan to provide one of the following options that would guarantee affordable housing:

- 75 units (15%) – 25 very low-, 25 low-, 25 moderate-income
- 50 very-low income units (10%)
- 75 low-income units (15%)
- 100 moderate-income units (15%)

Should the rental units be converted to condominiums, though there is no requirement to do so, less than 9% of the total number of units, will be guaranteed long-term affordable housing, which is substantially less than what would otherwise be required by the City’s inclusionary housing ordinance. If the rental units are not converted, no long term guaranteed affordable units will be provided.

According to supplemental information provided by City staff (Attachment 6), the City’s Inclusionary Housing Program requirements were superseded by the Council’s adoption of the DA ordinance. However, despite the apparent legal validity of the City’s actions with respect to its Inclusionary Housing Program, the result will likely be that no rental or for sale units within the proposal area will be affordable to very low- and low-income households either initially or in the future. Moreover, there is no guarantee that the rental units will be affordable for moderate income households in the future as market rents increase over time.

Therefore, it appears that the proposal will do less than it might otherwise to help the City achieve its fair share of regional housing needs.

Comments from California Rural Legal Assistance, Inc.

The California Rural Legal Assistance, Inc. (CRLA) has submitted comments on this matter (Attachment 9). According to CRLA, the Parklands Specific Plan is one of the largest, if not the largest, residential developments to occur in the City, yet was not required to provide affordable housing to lower income households. According to CRLA, after taking into consideration lower-income units that have been built, are approved to be built, or are pending approval, the City has a remaining need of 1,070 lower-income units for the 2006-2014 regional housing needs cycle. CRLA notes that because none of the 499 approved units within the Specific Plan are required to be deed restricted and the 173 rental units are to be rented at market rates, the proposal does not provide unequivocal housing for lower-income households. As such, it does not help the City to achieve its fair share of lower income regional housing needs, as cited in Government Code Section 56668(l).

The CRLA further contends that the City's Housing Element, which has not been certified by the State Department of Housing and Community Development, does not indentify sites that are adequate to accommodate the City's remaining lower-income regional housing needs. Even with this shortfall, the CRLA contends, the City did not require the provision of any deed restricted lower-income units as part of the Parklands Specific Plan.

9. Environmental Justice

There are no communities adjacent to the proposal area that do not already receive City services. Staff has determined that approval of the proposal would not result in the unfair treatment of any person based on race, culture or income with respect to the provision of municipal services to the proposal area.

ANNEXATION OF UNINCORPORATED ISLAND AREA BY CITIES

Section 3.2.3 of the Commissioner's Handbook provides:

Any approval of a proposal for a change of organization or reorganization will be conditioned to provide that proceedings will not be completed until and unless a subsequent proposal is filed with LAFCo initiating proceedings for the change of organization or reorganization of all unincorporated island areas that meet the provisions of Government Code Section 56375.3, provided all of the following criteria are applicable:

- (a) The approved proposal was initiated by resolution of a city that surrounds or substantially surrounds one or more unincorporated island areas that meet the requirements of Section 56375.3.
- (b) The territory in the approved proposal consists of one or more areas that are each 40 acres or more in area.

- (c) The territory in the approved proposal will not be used exclusively for agriculture or open space purposes after the completion of proceedings.
- (d) The territory in the approved proposal is not owned by a public agency or used for public purposes.

Regarding subsection (a), the City surrounds a cluster of eight unincorporated islands in the community of Montalvo. An additional unincorporated island, consisting of a single residential lot, is located in the area north of Ventura College. Regarding subsection (b), the Parklands proposal is larger than 40 acres. Regarding subsections (c) and (d), the proposal will allow for the development of the Parklands Specific Plan which will convert the agricultural uses to urban development and the territory is not owned by a public agency or used for public purpose. It appears that all of the criteria are applicable to the proposal. Therefore, staff recommends that, should the Commission approve the proposal, it adopt the following condition:

A Certificate of Completion shall not be recorded until and unless a subsequent proposal is filed with LAFCo initiating proceedings for the change of organization or reorganization of all unincorporated island areas that meet the provisions of Government Code Section 56375.3, including the unincorporated islands in the Montalvo community and the unincorporated island located north of Ventura College.

The City and developer are aware of this Commission policy and fully expect it to be applied to this proposal. In fact, section 4.2.1 of the DA requires the developer to pay for the processing of the Montalvo island annexation proposal and any costs associated with public outreach to the Montalvo community. The City has already retained a consultant to begin public outreach efforts.

COMMISSION PROCEEDINGS – PROCESS CONSIDERATIONS

In the case of uninhabited territory, the Commission may consider a proposal without notice or hearing if all landowners within the affected territory have provided written consent to the change of organization. In addition, the Commission may waive protest proceedings entirely if both of the following apply:

- All landowners within the affected territory have given written consent to the change of organization, and
- No subject agency has submitted written opposition to a waiver of protest proceedings.

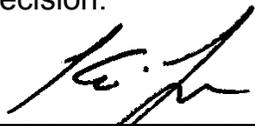
Written consent to the proposal from the property owners has been provided. In addition, no written opposition to a waiver of protest proceedings from a subject agency has been submitted to date. In consideration of these facts, the Commission's consideration of the proposal is not subject to a public hearing and, should the

Commission approve the proposal, it is recommended that the Commission waive protest proceedings.

ALTERNATIVE ACTIONS AVAILABLE:

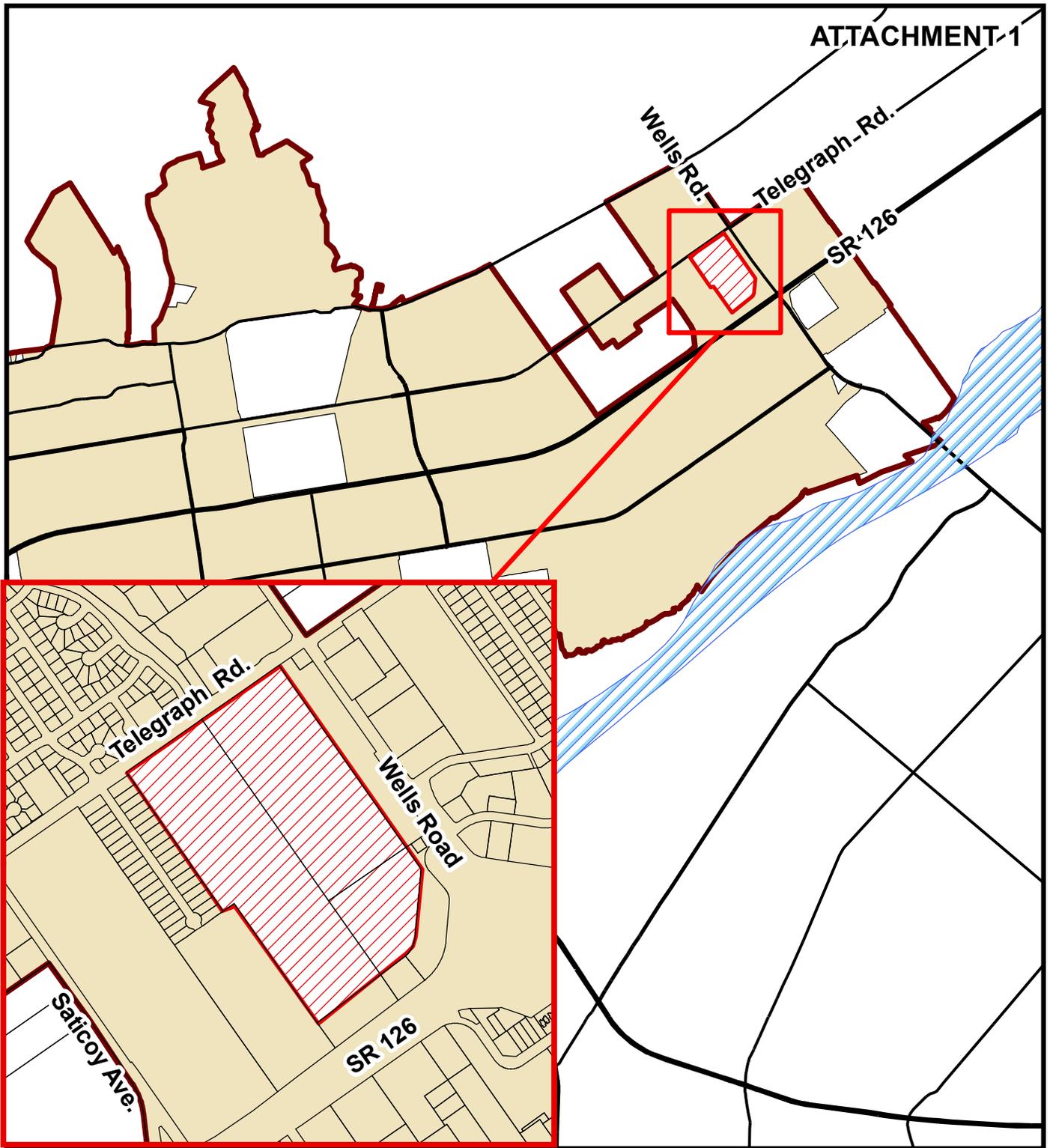
- A. If the Commission, following public testimony and review of the materials submitted, determines that further information is necessary, a motion to continue the reorganization proposal should state specifically the type of information desired and specify a date certain for further consideration.
- B. If the Commission, following public testimony and review of the materials submitted, determines that the boundaries of the reorganization proposal should be modified, or that the proposal should be approved subject to any changes or additions to the terms and conditions recommended, a motion to approve should clearly specify any boundary changes and/or any changes or additions to the terms and conditions of approval.
- C. If the Commission, following public testimony and review of materials submitted, wishes to deny or modify the reorganization proposal, a motion to deny should include direction that the matter be continued to the next meeting and that staff prepare a new report consistent with the evidence submitted and the anticipated decision.

BY: _____

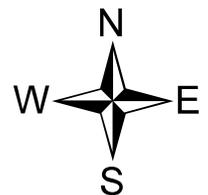

Kai Luoma, AICP
Deputy Executive Officer

- Attachments: (1) Vicinity Map *
- (2) LAFCo 11-06 Resolution
 - (3) Specific Plan / Reorganization Boundaries
 - (4) Specific Plan Site Plan
 - (5) Parklands Development Agreement
 - (6) Correspondence from City dated September 29, 2011
 - (7) Specific Plan Park Plan
 - (8) CEQA Findings
 - (9) Letter from California Rural Legal Assistance, Inc., dated October 5, 2011
 - (10) City of San Buenaventura General Plan Figure 7-2 - Fire Response Times
 - (11) Ventura County Star article dated October 11, 2011

* LAFCo makes every effort to offer legible map files with the online and printed versions of our reports, however sometimes the need to reduce oversize original maps and/or other technological/software factors can compromise readability. Original maps are available for viewing at the LAFCo office by request.



LAFCO 11-06
City of Ventura Reorganization
Parklands



Legend

-  11-06 Proposal Area
-  City of Ventura
-  City of Ventura Sphere
-  Santa Clara River

LAFCO 11-06

RESOLUTION OF THE VENTURA LOCAL AGENCY FORMATION COMMISSION MAKING DE TERMINATIONS AND APPROVING THE CITY OF SAN BUENAVENTURA REORGANIZATION – PARLANDS; ANNEXATION TO THE CITY OF SAN BUENAVENTURA AND THE VENTURA PORT DISTRICT AND DETACHMENT FROM THE VENTURA COUNTY FIRE PROTECTION DISTRICT, THE VENTURA COUNTY RESOURCE CONSERVATION DISTRICT, AND COUNTY SERVICE AREA NO. 32

WHEREAS, the above-referenced proposal has been filed with the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo or Commission) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Section 56000 et seq. of the California Government Code); and

WHEREAS, at the times and in the manner required by law, the Executive Officer gave notice of the matter as required by law; and

WHEREAS, the proposal was duly considered on October 19, 2011; and

WHEREAS, the Commission heard, discussed and considered all oral and written testimony for and against the proposal including, but not limited to, the LAFCo Staff Report and recommendations, the environmental document, sphere of influence and applicable local plans and policies; and

WHEREAS, all landowners within the affected territory have consented to the proposal; and

WHEREAS, the affected territory has fewer than twelve registered voters and is considered uninhabited; and

WHEREAS, information satisfactory to the Commission has been presented that no subject or affected agencies have submitted written opposition to the proposal; and

WHEREAS, the Commission finds the proposal to be in the best interest of the landowners and present and future inhabitants within the City of San Buenaventura (City) and within the affected territory, and the organization of local governmental agencies within Ventura County; and

WHEREAS, the Commission certifies that it has reviewed and considered the Final Environmental Impact Report (FEIR) prepared by the lead agency; and

WHEREAS, the Commission has found that the FEIR discloses impacts that are not significant or are mitigated to a level of insignificance; and

WHEREAS, the Commission has found that there remains significant and unavoidable impacts that cannot be mitigated to a level of insignificance and that these impacts were disclosed as part of the Final EIR for the City's 2005 General Plan update and for which statements of overriding considerations were adopted by the City when the Final EIR for the 2005 General Plan was certified;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Ventura Local Agency Formation Commission as follows:

- (1) The LAFCo Staff Report dated October 19, 2011 and the recommendations are adopted.
- (2) The reorganization is hereby approved, and the boundaries are established as generally set forth in the attached Exhibit A.
- (3) The boundaries of the proposal are found to be definite and certain as approved.
- (4) The subject proposal is assigned the following distinctive short form designation: **LAFCO 11-06 CITY OF SAN BUENAVENTURA REORGANIZATION – PARKLANDS.**
- (5) The Commission has reviewed and considered the information contained in the FEIR for the Parklands Specific Plan prepared by the City as lead agency as well as all comments received and determines that there are not any feasible mitigation measures or feasible alternatives, within the power and authority of LAFCo, which would substantially lessen or avoid any significant effect on the environment [CEQA Guidelines §15096(g)].
- (6) The Commission hereby adopts the lead agency's Findings, Mitigation Measures and Mitigation Monitoring and Reporting Program (Attachment 8 of the October 19 Staff Report).
- (7) The Commission directs staff to file a Notice of Determination in the same manner as a lead agency under CEQA Guidelines §15094 and §15096(i).

- (8) The Commission determines that the project is in compliance with Government Code § 56741 as the territory to be annexed is located within one county and is contiguous with the boundaries of the City.
- (9) The affected territory is uninhabited as defined by Government Code §56046.
- (10) The Commission waives conducting authority proceedings, since satisfactory proof has been given that the subject territory is uninhabited, that all landowners within the affected territory have given their written consent to the proposal, and that no subject agency that will gain or lose territory as a result of the proposal has submitted written opposition to the waiver of conducting authority proceedings [Government Code §56663].
- (11) The affected territory shall be liable for all taxes, charges, fees or assessments that are levied on similar properties within the City.
- (12) **A Certificate of Completion shall not be recorded until the City has provided confirmation satisfactory to the Executive Officer that the City's share of funding necessary for the City to accept the \$2.3 million grant from the Department of Homeland Security to reopen Fire Station Number 4 has been identified.**
- (13) **A Certificate of Completion shall not be recorded until and unless a subsequent proposal is filed with LAFCo initiating proceedings for the change of organization or reorganization of all unincorporated island areas that meet the provisions of Government Code Section 56375.3.**
- (14) **This reorganization shall not be recorded until all LAFCo fees have been paid and until fees necessary for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.**
- (15) **This annexation shall not be recorded until a map and legal description consistent with this approval and suitable for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.**

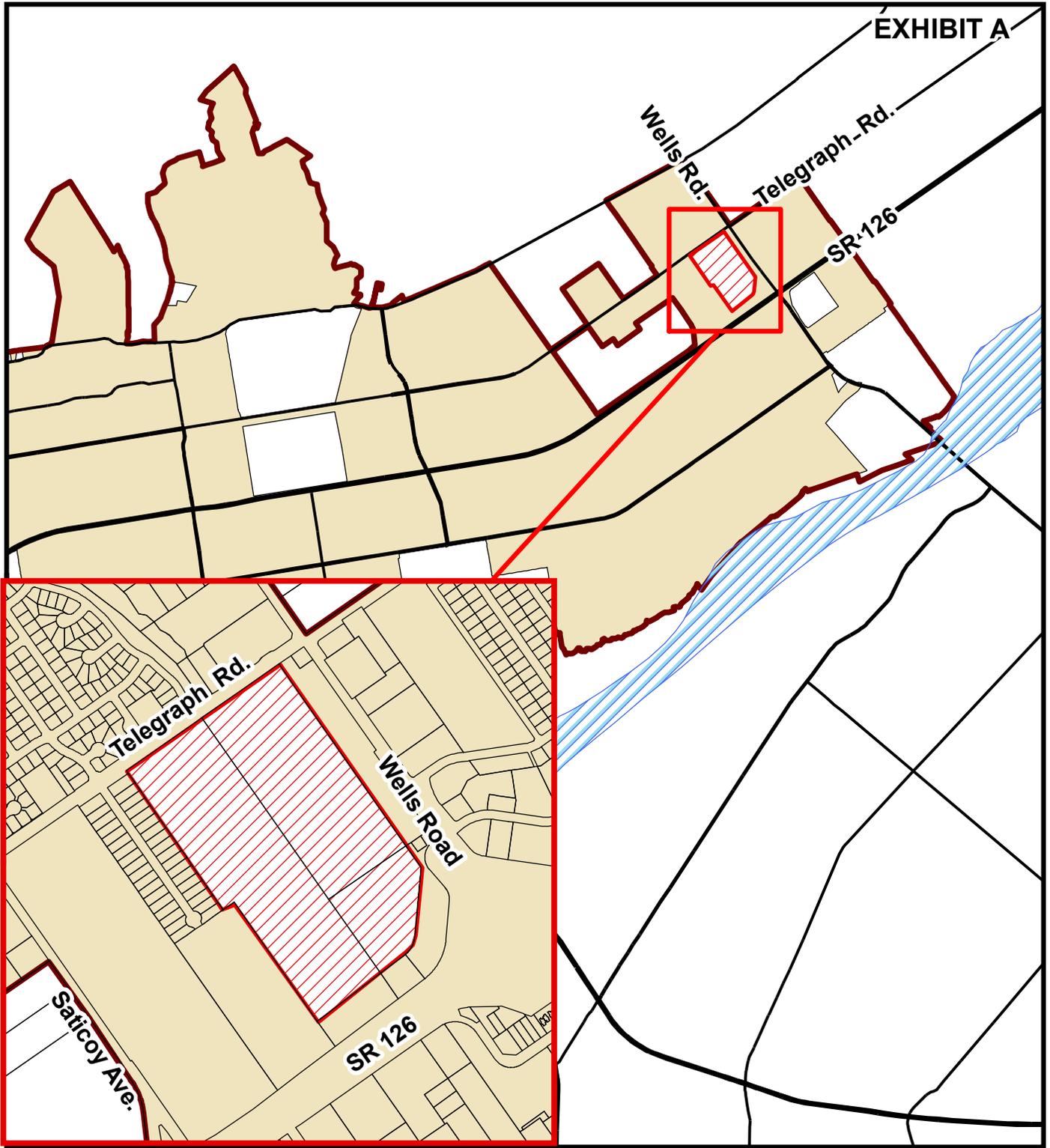
This resolution was adopted on October 19, 2011.

	AYE	NO	ABSTAIN	ABSENT
Commissioner Cunningham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Long	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Freeman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Morehouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Parvin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Pringle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alt. Commissioner Bennett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alt. Commissioner Dandy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alt. Commissioner Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dated: _____
Chair, Ventura Local Agency Formation Commission

Attachments: Exhibit A

Copies: City of San Buenaventura
Southern California Edison Co.
Southern California Gas Co.
Ventura County Watershed Protection District
Ventura County Assessor
Ventura County Auditor
Ventura County Elections-Registrar of Voters
Ventura County Fire Protection District
Ventura County Planning
Ventura County Environmental Health
Ventura County Resource Conservation District
Ventura County Sheriff – EOC
Ventura County Surveyor
Ventura Port District

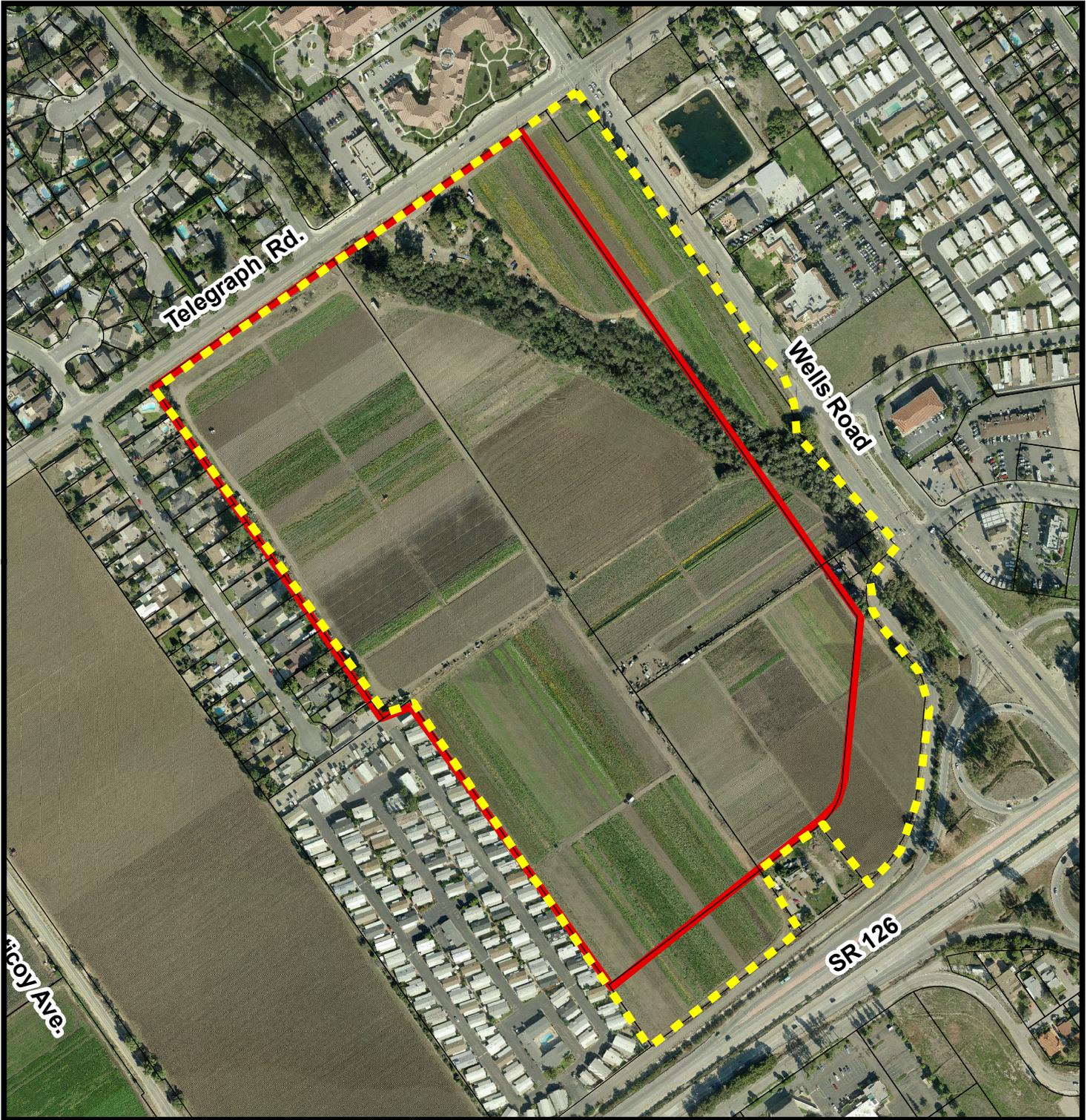


LAFCO 11-06
City of Ventura Reorganization
Parklands



Legend

-  11-06 Proposal Area
-  City of Ventura
-  City of Ventura Sphere
-  Santa Clara River



LAFCO 11-06
Parklands Specific Plan Boundary



Legend

-  11-06 Proposal Area
-  Parklands Specific Plan Boundary

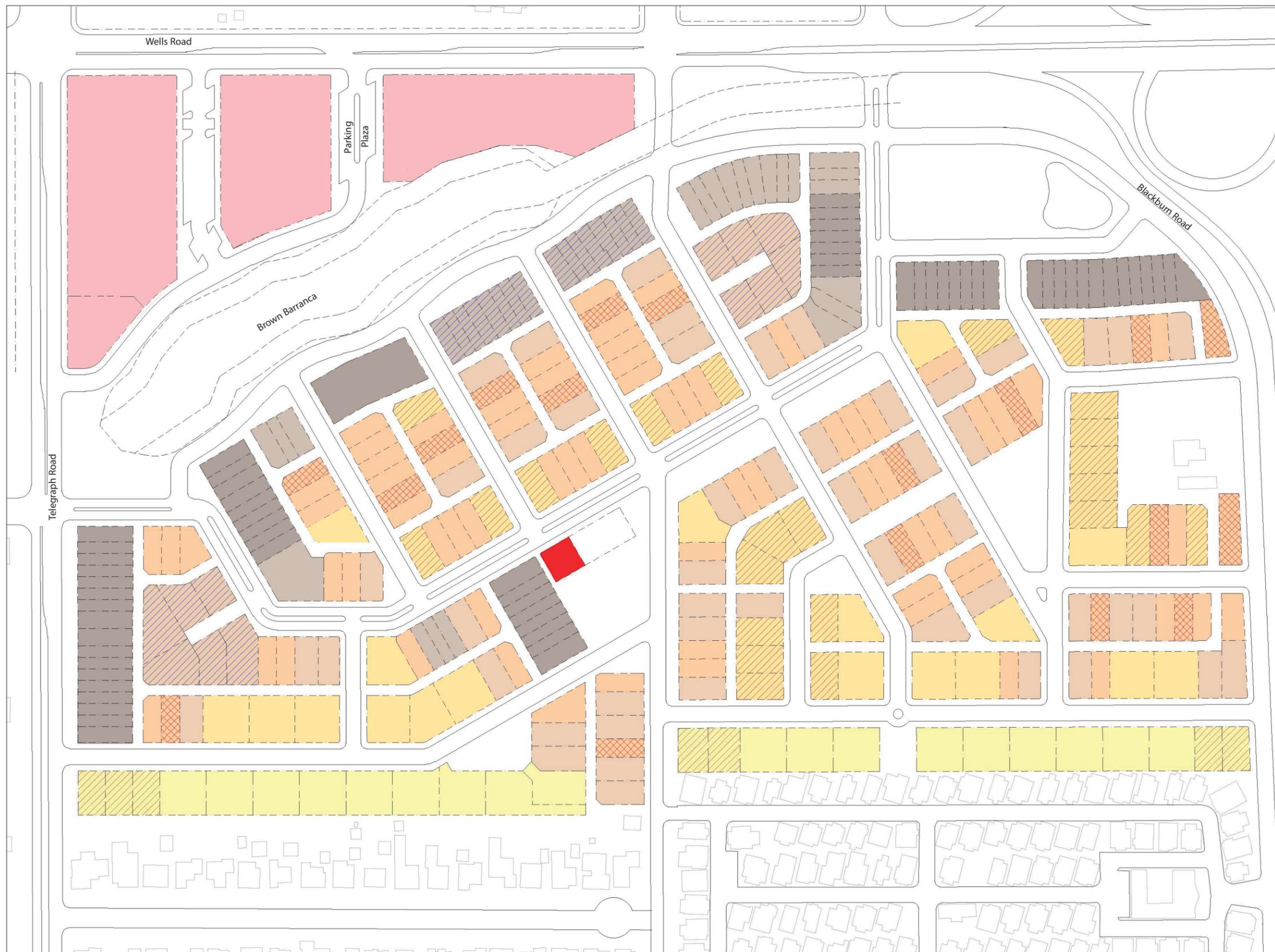


Table 24P5 Unit Count by Building Type	Quantity	Unit Size (sf) ¹
Courtyard Housing and Live/Work	173 units	400-1,300
22' x 92' Rowhouse	70 units	1,350-2,050
22' x 92' Triplex	24 units	1,350-2,050
22' x 92' Quadplex	16 units	1,350-2,050
35' x 92' SFH 2-story	68 units	1,600-2,450
35' x 92' SFH 1.5-story + Bonus Room	18 units	1,800-2,450
45' x 92' SFH 2-story	50 units	2,000-3,050
59' x 75' Bungalow Court	10 units	2,800-3,200
52' x 84' SFH 2-story	26 units	2,800-3,250
89' x 84' SFH 2-story	19 units	3,000-3,600
52' x 84' SFH 1.5-story	7 units	2,800-3,250
89' x 84' SFH 1.5-story	18 units	3,000-3,600
TOTAL	499 units	
Community Building		

Figure 24P.27: Unit Location, Type, Size, and Distribution Plan



¹ Unit sizes are approximate and are subject to final Design Review Commission approval and to the Development Code standards.

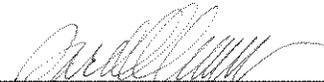


STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.
)
CITY OF SAN BUENAVENTURA)

I, Sara A. Carver, Deputy City Clerk of the City of San Buenaventura, do hereby certify the attached is a true and correct copy of Ordinance 2011-007, approving a development agreement with Westwood Communities Corporation, Case No. DA-38 adopted on June 6, 2011.

The original document is located in the City Clerk's Office, 501 Poli Street, Room 204, Ventura, California.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of said City to be affixed on June 10, 2011.



Sara A. Carver
Deputy City Clerk
City of San Buenaventura



ORDINANCE NO. 2011-007

**APPROVING A DEVELOPMENT
AGREEMENT WITH WESTWOOD
COMMUNITIES CORPORATION**

CASE NO. DA-38

The Council of the City of San Buenaventura does ordain as follows:

SECTION 1: A Development Agreement has been negotiated with Westwood Communities Corporation, pursuant to the San Buenaventura Municipal Code, in conjunction with a proposed Specific Plan and Vesting Tentative Tract Map for a 499 residential unit and up to 25,000 square foot commercial project, and approximately 11-acres of parks and open space areas; all pertaining to property generally located southwest of the intersection of Telegraph Road and Wells Road, and currently identified as Assessor's Parcel Numbers 089-0-012-045, 080, 140, 160, 185,195, 200, and 210.

SECTION 2: The Planning Commission during its April 5, 2011 public hearing by a vote of 4 to 1, with two members absent, forwarded a recommendation for approval of the Development Agreement to the City Council.

SECTION 3: All proceedings having been duly taken as required by law, and upon review of the information contained within the case file, consideration of the testimony given at the public hearing, as well as other pertinent information, the City Council hereby finds the following:

- A. The proposed Development Agreement will be advantageous to the City since, among other reasons, it would result in the dedication and improvement of a new park for the public, and increase in the City's available housing stock including rental units. For these summarized reasons, the Development Agreement is fair, just, and reasonable.
- B. The proposed Development Agreement is consistent with the Parklands Specific Plan and Ventura General Plan.
- C. On December 2, 2008, staff distributed for public review copies of a proposed Environmental Impact Report (EIR) under the provisions of the California Environmental Quality Act (CEQA). The EIR identified potentially significant but mitigable impacts relating to the issue areas of aesthetics, cultural resources, and sewer impacts.

The public comment period for the Environmental Impact Report (EIR) spanned from December 2, 2008 to January 16, 2008. Staff received 10 comment letters (Ventura County Air Pollution Control District, Ventura Audubon Society, California Department of Fish and Game, United Water Conservation District,

LAFCO, Ventura County Public Works, Daniel Cormode) commenting on the MND.

The City Council finds on the basis of the whole record before it that there is no substantial evidence that the project will have a significant effect on the environment and that the project's Mitigated Negative Declaration (Case No. EIR-2459) reflects the lead agency's independent judgment and analysis. The City Council finds further that the MND is complete and in compliance with CEQA.

SECTION 4: Based on the above findings, the City Council **HEREBY APPROVES** the Development Agreement described in Section 1 above and included as attached Exhibit "A."

SECTION 5: This Ordinance shall take effect on the 31st day after its passage and adoption.

PASSED AND ADOPTED this 6th day of June, 2011.



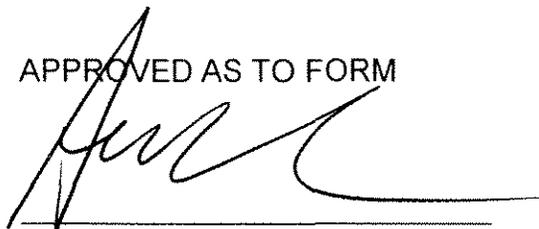
Bill Fulton, Mayor

ATTEST:



Elaine M. Preston
Interim City Clerk

APPROVED AS TO FORM



Ariel Pierre Calonne
City Attorney

CITY CLERK
CITY OF SAN BUENAVENTURA
P.O. Box 99
501 Poli Street
Ventura, California 93002

(Space above This Line for Recorder's Use)

**REQUEST RECORDING WITHOUT FEE
RECORDED FOR BENEFIT OF CITY OF SAN
BUENAVENTURA PURSUANT TO SEC. 6103 OF
GOVERNMENT CODE**

WESTWOOD COMMUNITIES CORP. DEVELOPMENT AGREEMENT DA-38

This DEVELOPMENT AGREEMENT ("Agreement") is entered into between the CITY OF SAN BUENAVENTURA, a charter city ("City"), and WESTWOOD COMMUNITIES CORP., a California corporation ("Westwood," "W.C.C.," or "Developer").

RECITALS

This Agreement is predicated upon the following facts, understandings and intentions of the parties:

A. Throughout this Agreement, including the Recitals contained herein, certain capitalized terms are used which are defined in Section 1 of this Agreement. City and Developer intend to refer to those definitions when the capitalized terms are used;

B. Government Code Sections 65864-65869.5 authorize City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. City is also authorized to enter into this Agreement pursuant to City's municipal affairs authority under Section 400 of the City Charter;

C. Pursuant to Government Code Section 65865 and the City Charter, City has adopted the Development Agreement Enabling Ordinance (currently codified at Chapter 24.550 of Division 24 of the San Buenaventura Municipal Code) further authorizing this Agreement and establishing the City Council's intent that development agreements be entered into only in those situations where the agreement is fair, just and reasonable at the time of its execution; and where it is prompted by the necessities of the situation or is, by its nature, advantageous to City;

D. Developer has requested City to enter into a development agreement pursuant to City's Development Agreement Enabling Ordinance, and proceedings have

been taken in accordance with the rules and regulations of City;

E. Developer has an equitable interest in the Property in the form of an option to purchase, and Developer hereby represents that it is authorized to enter into this Agreement;

F. Developer proposes to develop the Project, as defined in Section 1.20 of this Agreement, which will supply a mix of housing stock and convenience commercial within a planned Major Commercial Corridor Community Planning Area;

G. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act, Public Resources Code section 21000, et seq., and all requirements for notice, public hearings, findings, votes, and other procedural matters;

H. Until being supplanted by the "Housing Approval Program" or "HAP" in 2006, City's Residential Growth Management Program ("RGMP") established standards and procedures for processing residential development in the growth areas of the City. In 2005, City issued Developer sufficient RGMP population allocations to allow the Project, subject to this Agreement, to advance through the permit application stages thereby formally requesting approval of the Project in accordance with the terms and conditions now proposed for the Current Development Approvals;

I. At the time that this Agreement is executed, Developer shall have obtained conditional approval of all Current Development Approvals;

J. The City Council has determined that this Agreement is consistent with City's General Plan provisions applicable to the Project and specifically has determined that this Agreement is fair, just and reasonable; is prompted by the necessities of the situation and is by its nature advantageous to City; and that this Agreement encourages and assures private participation in the construction of housing stock, convenience commercial and aesthetic, cultural, educational and recreational projects as determined in the absolute discretion of the City Council;

K. The Planning Commission and the City Council have complied with the requirements of Government Code Section 65867 and on, the City Council adopted Ordinance No. _____ approving this Agreement with Developer;

L. This Agreement and the consent of Developer to each of its terms, conditions, and obligations will eliminate uncertainty in planning and provide for the orderly development of the Property, promote orderly growth of the Major Commercial Corridors Community Planning Area consistent with the policies and objectives of the Comprehensive Plan, eliminate uncertainty about the validity of exactions imposed, ensure timely installation of necessary improvements, and encourage and ensure private participation in providing housing stock, convenience commercial, and aesthetic, cultural, educational, or recreational facilities to the City, all of which are beneficial to the health, safety, and general welfare of the City in general, and the Wells/Saticoy community in particular.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 "Agreement" means this Development Agreement.

1.2 "Agreement Date" means the date this Agreement is executed by City.

1.3 "CEQA" means the California Environmental Quality Act and any state and local rules, regulations or guidelines adopted pursuant thereto.

1.4 "CIDS" shall be the Capital Improvement Deficiency Study and related development fee program established by the City Council in Resolution No. 96-111, as it may be amended from time to time.

1.5 "City" means the City of San Buenaventura, California.

1.6 "Comprehensive Plan" means Comprehensive Plan Update to the Year 2010, adopted by the City Council of City on August 28, 1989, (the City's general plan) applicable to the subject Property until being supplanted by the General Plan on August 8, 2005.

1.7 "Courtyard Dwelling Unit Home" means a Dwelling Unit constructed for the sole purpose of rental to members of the public. (It is understood that, subject to complying with all applicable legal requirements, Developer may, at some point in the future, seek to convert the Courtyard Dwelling Units to condominiums.)

1.8 "Current Development Approvals" means the General Plan Land Use Designation and the following City discretionary approvals pertaining to the development of the Project as proposed, which approvals have been previously obtained or are being obtained concurrently with the approval of this Agreement:

A. Focused Environmental Impact Report ("EIR") No. EIR-2459

B. Specific Plan No. SP-6

C. Vesting Tentative Tract Map No. S-5632 for subdivision and condominium purposes

D. Design Review No. ARB-2985

E. Zone Change Case No. Z-916

F. General Plan Amendment Case No. MP-161

G. Ordinance Amendment AO-227

1.9 "Current Development Approval Mitigation Measures" means those mitigation measures specified in EIR-2459 and the related mitigation measure monitoring program which are devised to lessen or eliminate potentially significant environmental effects of the Project.

1.10 "Developer" means Westwood Communities Corp., its successors and assigns, whether voluntary or involuntary.

1.11 "Development Agreement Enabling Ordinance" means Chapter 24.550 of Division 24 of City's Municipal Code wherein City has set forth procedures and requirements for the consideration and administration of development agreements.

1.12 "Developer's Contribution" means any contribution described in Section 5 hereof that Developer is required to make or pay in accordance with Section 5 hereof.

1.13 "Dwelling Unit" means each Courtyard dwelling unit home, single family detached home (including carriage units above garages of a limited number of such homes), multi-family attached town home or other dwelling unit type, e.g. condominium, designed to serve as the residence of a single family on the property.

1.14 "General Plan" means the 2005 Ventura General Plan (to the Year 2025), adopted by the City Council of City on August 8, 2005, (the City's general plan) as it may be amended from time to time.

1.15 "Housing Approval Program" or "HAP" means City's residential project prescreening program adopted by Ventura City Council Resolution 2006-057 and codified at Municipal Code Chapter 24R.1 15 in accordance with the General Plan.

1.16 "Interim Inclusionary Housing Program" or "IHP" means City's inclusionary housing program and regulations set forth therein requiring, among other things, that residential development projects in Ventura provide affordable dwelling units as described in the IHP, all as adopted by Ventura City Council Resolution 2006-058 and codified at Municipal Code Chapter 24R.240 consistent with the Housing Element of the General Plan.

1.17 "EIR" means Final Environmental Impact Report No. EIR-2459 and all mitigation measures (and the related mitigation measure monitoring program) included therein finally approved by the City Council of City on August 4, 2009.

1.18 "Model Home" means a Dwelling Unit for which no permanent Occupancy Clearance has been issued and which is used (or intended for use) by Developer for the purpose of selling and/or renting residential units.

1.19 "Occupancy Clearance" means the certificate or permit issued by City that authorizes occupancy of a building.

1.20 "Owner" means WESTWOOD COMMUNITIES CORP., its successors and assigns, whether voluntary or involuntary.

1.21 "Project" means Developer's 216 single family detached units, 110 townhomes, 173 courtyard dwelling units and up to 25,000 square feet of retail commercial space together with associated amenities, including, without limitation, on-site and off-site improvements, all as described in Exhibit B hereto and Specific Plan No. 6, as the same may be further defined, enhanced or modified pursuant to the provisions of this Agreement, any applicable law or regulation, and any condition of approval imposed on any of the Current Development Approvals or other City approval.

1.22 "Property" is that certain real property located within the City's Major Commercial Corridors Community Planning Area consisting of 67.15 acres, approximately 54 acres of which are currently in the unincorporated area of the County of Ventura, more particularly described in Exhibit "A" attached hereto.

1.23 "RGMP" means City's Residential Growth Management Program adopted pursuant to Ventura City Council Resolution 2002-054.

2. Exhibits. The following documents are referred to in this Agreement, attached hereto and made a part hereof by this reference.

<u>Exhibit Designation</u>	<u>Description</u>
A	Legal Description of Property
B	Project Description
C	Vesting Tentative Tract Map No. S-5632

3. Mutual Benefits. This Agreement is entered into for the purpose of permitting the development of the Project in a manner that will assure certain anticipated benefits to both City (including, without limitation, residents of City) and Developer as set forth in this Section. City and Developer agree that, due to the size and duration of the Project, certain assurances on the part of each party as to the Project will be necessary to achieve those desired benefits.

3.1 Benefits to City. The benefits to City (including, without limitation, the residents of City) under this Agreement include, but are not limited to, the construction of 216 single family detached units on individual lots, 110 townhome residences and 173 courtyard dwelling units as defined in Section 1.6 above, thereby increasing the City's housing stock in a planned Major Community Commercial Corridor. Benefits to City further include the provision of the 173 courtyard dwelling units as market rate rental units for at least 25 years or, should there be a conversion of such units to condominiums prior to 25 years from the date of complete occupancy clearance, of at least twelve (12) very low income and thirty two (32) moderate income condominium units in furtherance of City affordable housing regulations and policies. (See section 4.1 below.). Additional benefits include the provision of contributions, dedications, fees, public improvements, and amenities as required by this Agreement, as well as Developer's agreement not to challenge the applicability or validity of the amount of

any tax, fee or charge described in this Agreement.

3.2 Benefits to Developer. Developer has expended and will continue to expend large amounts of time and money on the planning and other efforts related to bringing this Project to fruition. Developer will expend large amounts of time and money in constructing public improvements and facilities in connection with the Project (See Section 5 below). In addition, Developer is offering as consideration for the City entering into this Agreement, an amount for Development Agreement Contributions set out in more specificity in Section 5.3 below. Developer would not undertake said public improvements and pay such Development Agreement Contributions without this Agreement and the benefits provided by the City described in this Section 3.2. Among other things, contingent upon the Project Property being fully annexed into the City (see section 4.2 below), the primary benefits to Developer under this Agreement are:

- 3.2.1 The assurance of the City that the City will continue to honor and Developer will be able to rely on the 2005 award of 50 allocations under the former RGMP and the provisions of Article 8 of Municipal Code Chapter 24R.115 for issuance or assurance of building permits subject to Developer's fulfilling its obligations per this Agreement and the conditions of the Current Development Approvals;
- 3.2.2 The right to file all applications for City entitlements and maps in a single process not restricted as to the time of filing, but not later than the expiration of this Development Agreement;
- 3.2.3 City expedited processing of its applications, hearing dates, plan checking and site and building inspections in accordance with City Council Resolution 2005-050;
- 3.2.4 Developer was awarded 50 RGMP allocations pursuant to City Council Resolution No. 2005-011. Section 3 of said Resolution stated that the remaining 449 allocations shall be awarded to the Project upon the approval of a Specific Plan for the entire Project in substantial conformance with the Master Plan attached to the Developer's 2004 RGMP application, which submittal was found to be in compliance with the then existing Comprehensive Plan Land Use Element policies and approval of a Development Agreement pertaining to the Project, which Agreement is evidenced hereby. Subsequent to the adoption of City Council Resolution No. 2005-011, the City's pre-application RGMP requirements were superseded by the City's Housing Approval Program or "HAP" now codified at Municipal Code Chapter 24R.115. Article 8 of Chapter 24R.115 provides for, among other things, development projects of at least 20 gross acres in area that are proposed to be developed pursuant to a Specific Plan, Specific Plan No. 6 herein, to be prescreened by the City Council and allowed to proceed through the City's discretionary approval procedures and apply for necessary permits and approvals for project implementation. In approving Specific Plan No. 6 and this Agreement, it is agreed that said pre-

screening procedure has been satisfied. Accordingly, benefits to Developer include City's assurance, deemed to be given by City's execution of this Agreement, that the Project as described herein meets pre-screening and all other HAP requirements, as well as those of the former RGMP, and needs no further "allocations" or any other prequalification measures prior to the issuance of the Current Development Approvals;

3.2.5 Assurance, in accordance with this Agreement, of a total of 499 building allocations and up to 25,000 square feet of convenience retail, along with the related issuance of grading and building permits.

3.2.6 The regulatory certainty benefits of a development agreement as specified in this Agreement and in Municipal Code section 24.550.140.

3.2.7 Provided that the expanded retention basin/park and related storm water protection improvements are approved by City, Ventura County Watershed Protection District and Caltrans, City shall abandon a part of Blackburn Street and cooperate with Developer to obtain necessary Caltrans right of way to effect the expanded retention basin/park area and related storm water protection improvements referred to in Section 5.4.3.

4. Project Development.

4.1 Development Standards. The Dwelling Units and all other construction related work and improvements to be constructed in or as a part or requirement of this Project shall be consistent with and subject to, and Developer agrees to comply with, all of the terms and conditions of the Current Development Approvals and all other approvals or permits that may be necessary for Developer or City to obtain in order for Developer to proceed with or to carry out the terms of this Agreement. Without limiting the foregoing, Developer shall comply with all terms and conditions of the Current Development Approvals and of any other approvals and/or permits issued or received in connection with (a) carrying out the Project and (b) improving and dedicating all public improvements to be constructed and dedicated, and shall pay all applicable reimbursements and required taxes and fees, to City and to others, prior to recordation of a final map (or pro-rated as may be permitted by the City Engineer for phased maps) or prior to issuance of a building permit as the applicable governing provisions may provide with respect to the particular reimbursement, tax or fee, unless the City Manager and City Attorney have agreed to an acceptable performance bond or other security to be accepted in lieu of immediate payment. It is anticipated at this time, by way of example but without limitation, that the approvals and permits that will be needed in addition to the Current Development Approvals (see sec. 1.7 above) will be: Annexation approval for approximately 54 acres of the Property by the Ventura County LAFCO, and permits to be issued by the U.S. Army Corps of Engineers, U.S. Fish and Wildlife, State Fish and Game, and Los Angeles Regional Water Quality Control Board.

Except where this Agreement expressly and specifically provides otherwise (see, for example, but without limitation, immediately hereafter and section 10 below), the City rules, regulations, specifications, and official policies governing design, improvements, and construction standards applicable to development of the Property subject to this Development Agreement (collectively, the "Applicable Rules") shall be those in effect at the time of approval of Specific Plan No. 6.

4.1.1 Development Fees. Furthermore, with respect to any and all development related taxes, fees or charges to be paid to City as requirements in connection with developing the subject Project, the amount of such taxes, fees or charges shall, for the first nine (9) years after approval of this Agreement, be those in effect at the time of approval of Specific Plan No. 6. With respect to any and all such taxes, fees or charges paid to the City during the period nine (9) years to fifteen (15) years from the date of approval of this Agreement, the amounts payable shall be the taxes, fees or charges in effect at the time of approval of Specific Plan No. 6 adjusted for inflation to the date of payment in accordance with the change in construction costs reflected in the Engineering News-Record Construction Cost Index. No new taxes, fees or charges adopted after the date of approval of Specific Plan No. 6 shall apply for the first fifteen (15) years following the date of approval of this Agreement. With respect to any and all such taxes, fees or charges paid to the City during the period fifteen (15) years to twenty-five (25) years from the date of approval of this Agreement, the taxes, fees or charges payable shall be at the level of such taxes, fees and charges in effect at the time of payment. After fifteen (15) years from the date of approval of this Agreement, any new taxes, fees or charges that may have been adopted by the City shall also be applicable so long as they are uniformly applied to similar projects citywide. The City taxes, fees and charges covered by the foregoing provisions are the Air Quality Mitigation Fee, Park and Recreation Facilities Tax, the General Capital Improvements Tax, Quimby fees, Service Area Park Mitigation fees, Fire Facility and Equipment Mitigation Fee, City Traffic Mitigation Fee, Water System Connection Fee, and Sewer Connection Fee.

4.1.2 Affordable Housing. Developer contends that the Project, based on the date of start of processing and the approval of the initial increment of building permit allocations, is exempt from the application of the City's Interim Inclusionary Housing Program ("IIHP") and, furthermore, meets the burden of satisfying one or more exception from the application of said IIHP Ordinance under its own terms. Notwithstanding Developer's said contention, as a matter of good will and settlement of opposing contentions, Developer and City have agreed upon certain special terms as follows: Developer at its option, shall provide 173 market rate apartments in that part of Specific Plan No. 6 known as the Courtyard neighborhood for a period up to 25 years, with the right to process forthwith and record at any time while this DA-38 is in effect, but no later than 25 years from the effective date of this DA-38, a Condominium Map containing

173 air space for-sale condominiums, of which, upon Developer's exercise of an election to convert from for-rent to for-sale condominium Units, 32 Units would be affordable to Moderate Income qualified buyers and 12 affordable to Low Income qualified buyers as those terms and defined in federal, state and city regulations in force at the effective date of DA-38 for balance of the 25 year or earlier terminated term.

The foregoing notwithstanding, Developer may, upon City's approval of the conversions from for-rent apartments to for-sale condominiums and Developer's election to convert said 44 units to Low and Moderate Households, convert said Units to condominiums, subject to the restrictions set out herein, for the remainder of the initial term of 25 years or sooner, if terminated as set out above. At the termination of the 25-year term or earlier, in accordance with the terms of this DA-38, no IIHP or successor inclusionary housing regulation or ordinance shall apply to this Project. Furthermore, Developer shall have the discretion to continue to rent apartments even after a Condominium Map is approved and recorded.

Local residents and persons employed in the City shall have preference, subject to Unit availability for occupancy and standard credit and income requirements, to rent an apartment or, upon conversion to condominiums, purchase one of the 44 affordable Units for a period of five (5) days from the date Developer receives a notice from the City that it has an eligible tenant or buyer interested in a Parklands Unit, as the case may be from time to time. Said five day period is provided by Developer to facilitate credit checks, loan approval, and in the case of an apartment, lease execution and rent deposit delivery, but is not intended to be open ended or cause Units to remain unoccupied and non rent paying. Developer may, but shall not be required to notify City of Unit availability. If a lease or rental agreement, with rent deposit, is not executed and delivered to Developer with said five days or if the local resident buyer fails to execute a purchase agreement and deliver the required deposit in cash or equivalent funds to Escrow Holder within said five days or sooner, Developer may, in its absolute discretion, open said Unit to the general marketplace and accept tenants or buyers, as they may be, on a first-come, first-serve basis.

Developer will cooperate should the City Council determine the need to amend the IIHP Ordinance.

The density, height, and size specifications set forth in the plans and specifications reviewed by and incorporated into the Current Development Approvals may not, and shall not be construed to, exceed those set forth in Specific Plan No. 6.

This Agreement is not intended, and shall not be construed, to require City to grant any amendments or minor changes to any Current Development Approvals, and City's discretion regarding such amendments or minor changes, shall not be impaired. City agrees that it will make its best efforts to process in ordinary course so as not to

unreasonably delay the filing, processing, review, and consideration of any applications by Developer for any amendments or minor changes to any of the Current Development Approvals during the term of this Agreement.

4.2 Commencement of Development.

4.2.1 Annexation and Other Non-City Approvals or Permits. Until and unless the Project Property has been fully and completely annexed to the City, Developer shall have no obligation to pay to City the \$3 million consideration specified in this Agreement, no tract map of any kind may be recorded, and no development of any kind under this Agreement or pursuant to any City approvals relating to this Project may proceed. City will initiate proceedings to annex the unincorporated Project Property to City and will pursue the same, in cooperation with Developer, in good faith. However, it is expressly understood and agreed between City and Developer that, no provision of this Agreement to the contrary withstanding, City is not and shall not be obligated to accept or comply with any terms or conditions that may be proposed or imposed unless City, in its absolute discretion, which discretion is hereby fully reserved, determines to accept or comply with such term or condition. The same shall apply with respect to any other approvals or permits that may be necessary for Developer or City to obtain in order for Developer to proceed with or to carry out the terms of this Agreement. The City will take the lead in processing the annexation of the Parklands property through LAFCO. However, the applicant/owner shall fund all City of Ventura and Ventura LAFCO filing and processing fees associated with the Parklands Specific Plan SP-6 and Montalvo Island Annexation. The applicant/owner shall also prepare the necessary map exhibits and associated survey information for Specific Plan NO. 6 and the related applications. If deemed applicable by LAFCO, the applicant/owner shall fund the cost of any additional residential survey and up to two neighborhood meetings as required by LAFCO at a cost not to exceed \$10,000.

4.2.2 At any time after the Project Property has been fully and completely annexed to the City and the date of this Agreement, and subject to this Agreement and any and all conditions imposed on the Current Development Approvals, Developer shall have the right to pursue the development of the Project in accordance with this Agreement, including, but not limited to, all grading, any on-site or off-site construction of required improvements, the construction of Model Homes and Courtyard Unit Homes. Provided that this Development Agreement has been approved by City and all other conditions for performance through issuance of grading, building and landscaping permits have been satisfied as determined by the Community Development Director, including but not limited to delivery of Improvement Agreements and bonds or other forms of security approved by the City Manager

and City Attorney securing same, Developer may apply for and receive a grading permit and building permits for Model Homes all of which may be initiated by Developer prior to recording the Final Subdivision Map for the Project. Unless the time for commencing initial construction of the Project is extended by City, initial construction shall commence no later than fifteen (15) years after the Project Property been fully and completely annexed to the City.

4.2.3 Developer has sole discretion regarding phasing, start of construction, start of construction within phases and stoppage of construction due to the turndown or deterioration of the general economy or development market in the City, the inability of Developer to, in good faith, finance construction or obtain permanent financing for home buyers, Acts of God and force majeure. Infrastructure and public improvements required to support each residential construction phase shall be installed concurrently with and within each residential construction phase. In order to facilitate the financial feasibility and market timing of the Project, City will, upon receipt of a request with financial justification included, permit grading, landscaping and the construction or installation of infrastructure, including parks, park areas, streets, bridges and storm drain facilities within Parklands but outside the boundaries of a specific residential construction phase.

4.3 RGMP Allocations, HAP Pre-screening, and Conditions of Current Development Approvals. City hereby confirms and ratifies its award to Developer of sufficient residential building allocations, by way of Developer's and the Project's compliance with the requirements of the former RGMP and, subsequent to the City's repeal of the RGMP and adoption of the HAP as the RGMP's successor regulation, compliance with, and prescreening clearance by, the HAP program, which compliance is hereby acknowledged by City, to permit development of 216 single family detached units, 110 townhome units, 173 Courtyard Dwelling Units and up to 25,000 square feet of convenience retail pursuant to the terms and conditions of this Agreement. This Agreement assures a total of 499 building allocations, including 50 awarded under Council Resolution No. 2005-011 and up to 25,000 square feet of convenience retail use. City and Developer recognize that Current Development Approvals are required for the 499 residential dwelling units contemplated by this Agreement and with respect to the convenience retail. City agrees that, notwithstanding the provisions of Section 26.100.210 of the San Buenaventura Municipal Code regarding the operative life of approved tentative tract maps, the operative life of the vesting tentative tract map for the Project (Vesting Tentative Tract Map No. S-5632) shall, once approved by the City Council, be extended for the term of this Agreement, provided that, if this Agreement is terminated, canceled, suspended, or rescinded for good cause, then Vesting Tentative Tract Map No. S-5632 shall expire on the same date as the termination, cancellation, suspension, or rescission of this Agreement. Developer understands and agrees that, in the event that any of the other discretionary permits comprising the Current Development Approvals expire during the term of this Agreement, a new application for the approval of each and any such discretionary permit must be filed by Developer and each and any such

discretionary permit application must be reviewed, considered and approved by the appropriate City decision making authority before Developer may obtain building permits for any of the residential dwelling units and/or convenience retail space comprising the Project. Developer further understands and agrees that Map and other development tax and fee conditions are adjustable as described in section 4.1.1 above. City agrees that it will not unreasonably delay the processing and review of any such reapplication for discretionary permits made by Developer after any such permit expires during the term of this Agreement.

With regard to the Current Development Approvals, Developer hereby agrees that with respect to any conditions that are imposed in connection with the Current Development Approvals, Developer hereby waives any claim to damages or any other remedy that Developer might otherwise be entitled to assert against City, its officers, agents, or employees as a result of any such conditions to the extent that Developer's claim would be based on an assertion that the condition constituted a taking without just compensation under state or federal law, or that the condition constituted an invalid special tax, fee or charge, or that the condition constituted an excessive or otherwise invalid or illegal exaction under any other theory of law or principle of equity; and Developer hereby further waives any claim that it may have against City, its officers, agents or employees that any such conditions must be struck as beyond the authority and power of the City to require.

4.4 Timing of Development. City hereby acknowledges that Developer at this time cannot fully project when or the order in which the Project will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as market conditions; availability of construction and development financing, interest rates; competition and other factors. Therefore, Developer shall have the sole and exclusive right to develop the Project in phases and in such order and at such times as Developer deems appropriate within the exercise of its business judgment, provided that, any phasing of the Project that involves filing multiple final maps shall be carried out in the manner provided in the State Subdivision Map Act (i.e., Government Code Section 66456.1) and the City's regulations implementing the Map Act. In connection with any such phasing, Developer shall fulfill all applicable conditions and construct all appropriate public improvements that may be applicable, relevant or necessary in connection with any such phase as determined by the City Engineer.

4.5 Subsequent Development. This Development Agreement shall not prevent the City from denying or conditionally approving any subsequent development project application submitted for other real property which is not subject to this Development Agreement on the basis of existing or new rules, regulations and policies.

4.6 CEQA Mitigation Measures. Developer hereby agrees to comply with all mitigation measures set forth in the FEIR No. EIR-2459 and adopted as conditions of the Current Development Approvals pursuant to CEQA, to comply with all mitigation measures required by any other agency in connection with any discretionary actions, permits and/or entitlements for the Project, and shall also comply with any reporting/monitoring programs

as required by CEQA. Developer further agrees to incorporate as terms of this Agreement, to the extent required by CEQA, all mitigation measures necessary to avoid or substantially lessen significant environmental effects which can be feasibly mitigated, understanding, however, that the foregoing shall not preclude the preparation and adoption of statements of overriding considerations when deemed appropriate and lawful by the City or other agencies.

5. Project Design and Improvement and Related Amenities.

5.1 Developer's On-Site Contribution. Without limiting any further or greater requirement in any term or condition of any Current Development Approval or any other approval by City, Developer, as a condition precedent to the issuance of a grading or building permit for any of the Dwelling Units, hereby agrees to, on a phase by phase basis:

5.1.1 Dedicate land to the City and improve to City standards at Developer's cost, to be maintained by a maintenance assessment district, upon City acceptance and thereafter, approximately 3.69 acres of the Brown Barranca in a manner approved and acceptable to City. Similarly, two linear parks with bike and pedestrian paths are to be constructed at Developer's cost and dedicated by Developer on both sides of the Barranca in a manner and location as approved by the City Engineer. Three active neighborhood parks and other mini parks as identified in the Specific Plan are also to be constructed by Developer at Developer's cost and dedicated to City in a manner and at such locations as approved by the City Engineer. City will not accept Brown Barranca until and unless Developer has provided funding in the amount of \$100,000, or security in that amount in a form acceptable to City Engineer and City Attorney, to assure funding to repair damage, if any, caused by a catastrophic event such as, by way of example but without limitation, a major flood or earthquake. The cash, bond, or other security will be released by City upon the earlier of \$100,000 having been accumulated in the Maintenance Assessment District or the expiration of three (3) years from completion of work in or related to Brown Barranca.

5.1.2 Developer, at its expense, shall dedicate and improve the Brown Barranca and all of the parks and recreation areas within the Project in full satisfaction of all Project obligations under the Quimby Act and City Ordinances pertaining to the Quimby Act. Said land dedications to the City shall be conveyed by recording each final vesting tract map in which such park and recreation areas are a part. The park and recreation improvements shall be installed within and concurrent with the phase then being developed. Developer is required to make certain parkland dedications or pay certain fees in lieu thereof pursuant to the Quimby Act and the City's implementing ordinance code provisions. It is possible that the Developer's total dedication of parkland, with full build-out of the Project, will ultimately make the payment of in lieu fees unnecessary. However, because the Project will be phased, with substantial discretion in

that regard with the Developer, and because fees are payable prior to recordation of a final map (with the possibility of proration for phased maps), Developer shall pay the applicable in lieu fees prior to recordation of each phased final map less an appropriate credit for dedicated parkland made as of that point in time. Administration of this provision shall be by the City Engineer. Developer may propose, and the City Manager and City Attorney may agree to, an acceptable performance bond or other security to be accepted in lieu of immediate payment for each phased final map.

- 5.1.3 Developer shall construct, and dedicate to City, a pedestrian bridge across Brown Barranca, consistent with City's requirements, leaving the Barranca in its natural condition. The vehicular and pedestrian only bridges over Brown Barranca shall be constructed in a manner minimally invasive to the existing barranca condition and, as approved by City and the County of Ventura, subject to federal and state agency permits.
- 5.1.4 Developer shall construct, and dedicate to City, Carlos Street across Brown Barranca, consistent with City's General Plan requirements.
- 5.1.5 This section refers in general to all parks and park areas within the project. The parks that are to be dedicated to the City are those outlined within Table 4.2 of Specific Plan No. 6, previously presented to the City Council. The remaining pocket parks, courts and parkways will be owned and maintained by the Parklands homeowners association. Park maintenance costs of the following parks: Barranca and linear parks, pathways and bicycle paths lining the Barranca, Central Park, Neighborhood Park No. 1 and the Recreation Field shall be paid through a Maintenance Assessment District ("MAD") assigning 50% to the City General Fund and 50% administered by the Parklands Homeowners Association ("Association") by way of its lien rights authority. The maintenance cost is based on the City providing maintenance services and contracting to serve the Association portion of the said larger parks and the Association's smaller parks for which the Association shall be obligated in full. The maintenance cost is based on maintaining 5.38 acres of various type parks and park areas. The estimated annual cost to the General Fund is \$30,000, which reflects current living wage requirements, and shall be adjusted yearly based on annual cost of living adjustments. Maintenance of the remaining smaller parks, also dedicated to the City, will be borne 100% by the Association through the MAD. Additionally, the cost of maintenance of the detention basin as currently shown in the Specific Plan (separate from the recreation field) would be borne 100% by the homeowners. If the detention basin were integrated into the recreation field as proposed, then there will not be a separate cost for maintaining the detention system. The 50/50 cost sharing arrangement for the recreation field would also cover the cost of the detention basin.

5.2 Acquisition of Off-Site Easement Necessary for Improving and Maintaining City Roads and Infrastructure. Developer shall use good faith efforts to acquire and grant to the City certain off-tract easements for streets, drainage, sewers, public utilities and public linear parks in accordance with the Final Map and the conditions thereto approved by the City. In the event Developer is unable to acquire such easements or dedications by negotiation and upon a reasonable showing thereof, the City hereby agrees to acquire same by its power of eminent domain, provided the Developer shall advance to City and pay the amount of such award and attorneys' fees and costs in the pursuit thereof. If the City refuses or is unable to exercise its power of eminent domain, it shall relieve the Project from the condition to be satisfied by the Developer.

5.3 Developer's Monetary Contributions to City for Projects or Uses Determined by the City Council. As an additional material consideration for this Agreement, Developer has offered to contribute to City and will pay to City a total sum of \$3,000,000. Developer has calculated this amount based on \$7,000 with respect to each single family residential dwelling unit (i.e., 216 detached single family dwelling units) and, rounded, \$5,258 with respect to each of the proposed 110 town homes and each of the 173 Courtyard dwelling units.

5.3.1 Time of Payment. Said contributions shall be paid to the City as follows:
With respect to the 173 Courtyard dwelling units, the sum of \$909,634 upon completion of construction and prior to issuance of an occupancy permit.
With respect to the single-family detached units and town homes, \$7000 shall be paid to City with respect to each single family detached and \$5258 with respect to each town home unit prior to issuance of the required building permit unless the City Manager and City Attorney have agreed to an acceptable performance bond or other security to be accepted in lieu of immediate payment in which case it shall be paid prior to issuance of an occupancy permit. As to the last town home unit, the amount to be paid shall be \$5244 rather than \$5258. Prior to issuance of a building permit for the Courtyard dwelling units, Developer shall post a performance bond or other security acceptable to the City Manager and/or City Attorney to guarantee payment of the funds Developer has agreed to contribute to City with respect to the Courtyard dwelling units. The decision of the City Manager and City Attorney may be appealed to the City Council. With respect to the single family detached units and town homes, Developer shall pay the amount due prior to receipt of each building permit unless the City Manager and City Attorney have agreed to an acceptable performance bond or other security to be accepted in lieu of immediate payment. Except as provided in the conditions of approval of the Vesting Tentative Map, other deferred Charges, Fees, Taxes and Contributions shall be paid to the City concurrent with City's issuance of a certificate of occupancy, subject to security in a form acceptable to the City Manager and City Attorney, with a right of appeal to the City Council as to the form of security required.

5.3.2 Funds Received By General Fund. Developer understands and agrees that the funds so contributed to City are not and will not be considered fees within the meaning of Government Code section 65865, subsection (e), and that City will receive such funds into the City's General Fund and that such funds shall be usable for public projects and/or public uses as determined to be appropriate by the City Council in its discretion.

5.3.3 Security/Performance Bond. Prior to issuance of a building permit for the Courtyard dwelling units, Developer shall post a performance bond or other security acceptable to the City Manager and City Attorney to guarantee payment of the funds Developer has agreed to contribute to City with respect to the Courtyard dwelling units. With respect to the single family detached units and town homes, Developer shall pay the amount due prior to receipt of each building permit unless the City Manager and City Attorney have agreed to an acceptable performance bond or other security to be accepted in lieu of immediate payment in which case it shall be paid prior to issuance of an occupancy permit.

5.4 Developer to Receive Certain Credits and Reimbursement. Developer will receive full credit for certain CIDS contributions as provided in this Agreement. Developer shall receive credits against City imposed fees, charges and taxes as follows:

5.4.1 General Capital Improvements Tax estimated at \$464,250, the exact full amount of same to be mutually determined by the City Engineer and Developer.

5.4.2 All Quimby Act fees, the exact full amount of same to be mutually determined by the City Engineer and Developer. The park CIDS fees applicable to the UC Hansen Trust Property remain a charge to be paid by Developer. Staff has acknowledged that adequate park space has been provided in the proposed development with build-out of the Specific Plan to satisfy the City's Quimby requirement and there will not be the need for the payment of an in lieu park fee. However, fees may need to be paid under some circumstances with phased development as provided in Section 5.1.2. The CIDS park fees will remain applicable because the UC Hansen Trust Specific Plan provided the applicable neighborhood park.

5.4.3 CIDS on and off-site storm drainage fees of approximately \$868,940 attributed to the subject Property, as adjusted to the date of applying the credit pursuant to the Engineering News Record index ("ENR") as referenced in the CIDS provided that expansion of the presently approved detention basin and related storm water protection improvements along Wells Road is (a) approved by the City Engineer, Caltrans, the Ventura County Watershed Protection District and Developer, (b) installed by Developer at its sole cost estimated to be \$3,100,000, and (c) accepted as installed by the City, Caltrans and the Ventura County Watershed Protection

District. These credits relate to and arise out of the Property's assigned share of CIDS storm drainage fees for Brown Barranca Improvements for Reaches 1, 2, 3 and 4.

5.4.3.1 In addition to the CIDS storm drainage fee credit described in 5.4.3, Developer shall be entitled to reimbursement for the presently approved detention basin and related storm water protection improvements along Wells Road as follows:

5.4.3.1.1 The reimbursement authorized by this Agreement shall include and supersede any reimbursement potentially due under CIDS (Resolution 96-111).

5.4.3.1.2 The reimbursement authorized by this Agreement shall in no case exceed the actual construction cost of the proposed detention basin and related storm water improvements along Wells Road, or the actual amount of any fees collected by the City.

5.4.3.1.3 The City shall reimburse Developer with payments collected from other projects for CIDS Brown Barranca Reach 1 improvements. City's obligation to reimburse shall arise only when and if fees are actually collected.

5.4.3.1.4 City and Developer shall jointly pursue, for Developer's benefit, any credits that may be available from the flood control fee with the Ventura County Watershed Protection District.

5.4.3.1.5 The effect of Developer installing redesigned, relocated and expanded storm drainage improvements in the form of the presently approved detention basin and related storm water protection improvements along Wells Road in Reach 1 of the Brown Barranca is to potentially reduce the size and quantity of necessary storm drainage improvements needed to be constructed in Reaches 2, 3 and 4. As a result of this effect, Developer shall be eligible for potential reimbursement from all or a portion of the CIDS fees actually paid to the City for Brown Barranca Reaches 2, 3 and 4 by other developments based upon the cost reduction, if any, in the ultimate design for the Brown Barranca Reaches 2, 3 and 4 as determined by the County of Ventura.

5.4.3.1.6 The amount of reimbursement, if any, shall be mutually determined by the City Engineer and Developer, and shall be based upon the City-approved revised design and construction plans for the Reach 1 storm drainage improvements. The amount of the reimbursement to Developer shall be the proportionate difference between the estimated CIDS construction costs allocated to CIDS Reaches 2, 3 and 4, as adjusted to the time of payment pursuant to the ENR referenced in the CIDS, and

the subsequently calculated estimated cost of the revised and reduced storm drainage improvements remaining to be installed within Reaches 2, 3 and 4, but in no event to exceed Developer's actual costs of construction.

5.5 Developer shall offer both rain barrels and solar panels (offer for solar panels is limited to Courtyard units) as options to be selected by future homebuyers. These improvements are not applicable unless and until the Courtyard apartments are converted to for-sale condominiums.

5.6 Grading and construction shall be confined to the following days and hours subject to compliance with Noise regulations:

Weekdays: 6:00 A.M. to 6:30 P.M.
Saturdays: 7:00 A.M. to 5:00 P.M.
Sundays: No construction activity

5.7 Prior to recordation of the Final Map, Developer shall dedicate all water rights it presently owns on or appurtenant to the property, including shares in mutual water companies or interests transferable under the 1996 Santa Paula Basin judgment. Developer shall not transfer any such rights to any third party prior to dedication to the City.

5.8 Immediately upon occupancy of the 100th unit, Developer shall contribute \$200,000 to the City for use to establish or reimburse the City for the cost of previously established improvements to the Police Department communications system serving the eastern areas of the City.

6. Agreement Duration and Effective Date. This Agreement shall expire and be of no further force or effect on May 31, 2036, unless extended by mutual written agreement of the parties. This Agreement shall become effective upon notarized execution by the authorized representatives of Developer and City, and upon the latter to occur of (a) the expiration of the referendum period during which the adoption of this Agreement by the City Council may be challenged (provided no referendum is filed); (b) if a referendum is filed, the date following the failure of the referendum to be passed, or (c) the expiration of the applicable statute of limitations pertaining to challenging the approval of this Agreement.

7. Relationship of Parties. The contractual relationship between City and Developer is independent and under no circumstances shall Developer be considered an agent or partner of the City.

8. Hold Harmless and Insurance Requirements.

8.1. Hold Harmless. Developer agrees to and shall hold City, its officers, agents, employees, partners and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the activities of Developer or those of Developer's contractor, subcontractor, agent, employee, or any and all other persons acting on Developer's behalf, which relate to the Project. Developer agrees to and shall defend City and its officers, agents, employees, partners and representatives from any action for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project.

8.2. Insurance Requirements. General liability insurance shall be maintained by Developer for the duration of the Agreement in a combined single limit not to exceed Two Million Dollars (\$2,000,000) insuring against claims for injury to persons or damage to property that may arise from or in connection with the performance of any provision of this Agreement and the construction of the Project. Said insurance shall be on an occurrence basis, shall be primary, shall name the City, its officers, agents and employees as additional insured, and may not be canceled or substantially altered without giving City thirty (30) days unqualified notice of intention to cancel or alter.

9. Operating Memoranda. The parties acknowledge that changes in circumstance or the marketplace, or refinements and further development of the Project, may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement. If and when the parties find that changes or adjustments are necessary or appropriate, they shall, unless otherwise required by law, effectuate such changes or adjustments through operating memoranda approved by the parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with further approval by City and Developer. Unless otherwise required by law or by City in its reasonable discretion, no such changes or adjustments shall require prior written notice or hearing, or constitute an amendment to this Agreement.

10. Rules, Regulations, Fees, Charges and Official Policies.

10.1. Codes. Building requirements, including, but not limited to, the Uniform Building Code, Uniform Fire Code, Uniform Mechanical Code, or Uniform Plumbing Code (the "building requirements"), which are revised or adopted during the term of this Agreement shall apply to this project pursuant to this Agreement.

10.2. New Laws. In the event of the enactment or amendment of any statewide law or regulation or any federal law or regulation, which enactment or amendment prohibits or precludes by regulation or economic effect the performance of any term or provision of this Agreement, or which renders economically infeasible further development of the Project, or performance within the time periods set forth herein, then Developer, at Developer's option, may terminate this Agreement with no further liability to City, provided that all public facilities required for any phase for which a final map has been approved, shall be constructed, or security provided for their construction prior to the issuance of certificates of occupancy for units in that phase.

10.3. Fees and Charges. Fees, charges, taxes, and any other levy or impost that are revised or adopted based on findings of health, welfare and safety on a citywide or regional or community-wide basis during the term of this Agreement shall apply to development pursuant to this Agreement.

10.4. Developer hereby waives any and all rights they or their successors and assigns may have under Article XIIC or Article XIID of the California Constitution and any and all rights they or their successors and assigns may have under any other applicable law to contest the fees, exactions and assessments and/or their amounts payable to the City as follows:

In furtherance of the intentions of the parties, Developer with and under advice of counsel, hereby expressly waives any and all right and benefit conferred upon said parties by the provisions of Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Developer further expressly waives any and all rights and benefits conferred upon Developer by any provision of any other state, federal or local statute, code, ordinance or law similar to section 1542 of the Civil Code. Developer expressly consents that the waiver of rights contained in the first paragraph shall be given full force and effect, according to the express terms and provisions of the instant waiver, to unknown and unsuspected claims, demands and causes of action, if any, arising out of or relating to the waiver of rights contained in this Agreement.

11. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in the manner provided for in Government Code Section 65868; provided, however, that any termination or modification under Government Code Section 65865.1 or Development Agreement Enabling Ordinance Section 24.550.130 shall be effective only if the Developer is provided with not less than sixty (60) days in which to cure any alleged noncompliance;

provided further that City shall not terminate or modify this Agreement pursuant to Section 65865.1 or Development Agreement Enabling Ordinance Section 24.550.130 if City determines that the nature of the noncompliance requires more than sixty (60) days to cure and that Developer is capable of effecting such cure, and within such sixty (60) days Developer commences such cure and thereafter diligently and with continuity prosecutes such cure to completion. Any termination or modification of this Agreement pursuant to Section 65865.1 or Development Agreement Enabling Ordinance Section 24.550.130 shall be preceded by an opportunity for Developer to be heard before the City Council. This provision shall not limit City's or Developer's remedies as provided in Section 14.3.

12. Enforcement. Unless amended, canceled, modified or suspended as provided in Section 11 or terminated pursuant to Section 10.2 or Section 14, this Agreement is enforceable by City, Developer, or any successor in interest, notwithstanding any change in any applicable general or specific plan, zoning, or subdivision regulation adopted by City which alters or amends the rules, regulations or policies specified in this Agreement or the ordinances, resolutions, rules, regulations and official policies referred to in Section 24.550.140 of the Development Agreement Enabling Ordinance, except as otherwise provided in this Agreement.

13. Periodic Review of Compliance with Agreement.

13.1 Periodic Review. City shall review this Agreement at least once in every 12-month period from the date this Agreement is executed. City shall notify Developer in writing of the date for review at least thirty (30) days prior thereto.

13.2 Good-Faith Compliance. During each periodic review, Developer shall be required, in accordance with Development Agreement Enabling Ordinance Section 24.550.130, to demonstrate by substantial evidence good faith compliance with the terms and conditions of this Agreement.

14. Events of Default.

14.1 Defaults by Developer. If City determines that Developer is in default under the terms and conditions of this Agreement, City shall, by written notice to Developer, specify the manner in which Developer is in default and state the steps Developer must take to comply. If, within sixty (60) days after the effective date of notice from City specifying the manner in which Developer has failed to so comply, Developer does not commence all steps reasonably necessary to comply as required and thereafter diligently and with continuity pursue such steps to cure the default, then Developer shall be deemed to be in default under the terms of this Agreement and City may terminate this Agreement; provided, however, any such termination shall be preceded by hearing before the City Council. City hereby acknowledges that Developer's exercise of its right to develop the Project in phases and in such order and at such times as Developer deems appropriate in the exercise of its business judgment, in

accordance with Section 4.4 of this Agreement, shall not be construed as an event of default.

14.2 Defaults by City. If Developer determines that City is in default under the terms and conditions of this Agreement, Developer shall, by written notice to City, specify the manner in which City is in default and state the steps City must take to comply. If, within sixty (60) days after the effective date of notice from Developer specifying the manner in which City has failed to so comply, City does not commence all steps reasonably necessary to comply as required and thereafter diligently and with continuity pursue such steps to completion, then City shall be deemed to be in default under the terms of this Agreement and Developer may terminate this Agreement or seek other remedies as set forth in Section 14.4.

14.3 Remedies. Except as expressly set forth in Section 4.3 of this Agreement and herein, nothing contained in this Agreement or in the Development Agreement Enabling Ordinance shall be interpreted to preclude either party from any remedy (whether at law or in equity) that it would otherwise be entitled to under the circumstances. Notwithstanding the foregoing or any other provision of this Agreement, the parties acknowledge that the City would not have entered into this Development Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Development Agreement.

14.4 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof or any default, or to obtain any other remedies consistent with the purpose of this Agreement. Such legal action shall be heard by a referee from the Ventura County Superior Court pursuant to Code of Civil Procedure Section 638, et seq. Developer and City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report the findings and judgment thereof and issue all legal and equitable relief appropriate under the circumstances of the controversy before him. If Developer and City are unable to agree on a referee within ten (10) days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties, until concluded, whereupon the provisions of Section 17 of this Agreement shall control the parties' reimbursement obligations, if any. Any referee selected pursuant to this Section 14.4 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

15. Waivers and Delay.

15.1 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, and failure by a party to

exercise its rights upon a default by the other party hereto, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

15.2 Third Parties. Non-performance shall not be excused because of a failure of a third person, except as provided in Section 15.3.

15.3 Force Majeure. Developer shall not be deemed to be in default of any provision of this Agreement where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond Developer's control. If any such events shall occur, the terms of this Agreement and the time for performance by Developer of any of its obligations hereunder shall be extended by the period of time that such events prevented construction of the Project.

16. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of San Buenaventura
501 Poli Street
P.O. Box 99
Ventura, California 93002-0099
Attention: Director of Community Development Department

Copy to:

City Attorney's Office
501 Poli Street
P.O. Box 99
Ventura, California 93002-0099

Notices required to be given to Developer shall be addressed as follows:

Westwood Communities Corp.
1263 Westwood Boulevard, Suite 210 Los
Angeles, California 90024
Attention: John A. Ashkar

Copy to:

Charles W. Cohen, Esq.
Alston & Bird, LLP

2801 Townsgate Road, Suite 215
Westlake Village, CA 91361

Any notice given as required herein shall be deemed given seventy-two (72) hours after deposit in the United States mail, if sent by mail, or upon delivery if personally delivered. A party may change its address for notices by giving notice in writing to the other party as required herein and thereafter notices shall be addressed and transmitted to the new address.

17. Attorney Fees. In the event that any party hereto brings any action, suit, or other proceeding against any other party hereto arising out of or relating to this Agreement, its validity or any of the terms or provisions thereof, then the prevailing party in such action, suit, reference or other proceeding shall recover from the other party its reasonable attorneys, fees and costs incurred in connection therewith. The attorneys' fees so recovered shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full.

18. Transfers and Assigns.

18.1. Right to Assign. Subject to the provisions of this Section 18.1 and Sections 18.2 and 18.3 herein, Developer shall have the right to sell, assign or transfer this Agreement, and any and all of its rights, duties and obligations hereunder, to any person or entity at any time during the term of this Agreement, provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred to or assigned except through a transfer of Developer's interest in the Property or a portion thereof. In the event of any such assignment, Developer shall notify City of the name, net worth and development experience of the transferee. Any such transfer to an entity which has a net worth (at the time of such transfer) equal to or greater than that of Developer (as of the Agreement Date) and whose development experience confirms the transferee's ability to develop a project comparable in size and complexity to the Project shall be approved by City. Any transfer to an entity with a net worth less than that of Developer or to an entity that has not had experience developing projects of comparable size and complexity to the Project shall be subject to City's approval, which approval shall not be unreasonably withheld. City shall notify Developer of its approval or disapproval of the transferee within thirty (30) days of City's receipt of Developer's notice regarding the proposed transfer. Failure by City to notify Developer within such thirty (30) day period shall constitute City's approval of such transferee.

Nothing contained in this Section 18.1 shall prevent a transfer of the Property, or any portion thereof, to an institutional lender as a result of a foreclosure or deed in lieu of foreclosure and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, that, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender and, provided further that, in no event shall any such lender or its successors or assigns be entitled to a building

permit or Occupancy Clearance for which any Developer's Contribution required as a pre-condition has not been provided or paid to City. Developer shall have the right to assign its interest in DA-38 to an entity in which Developer principal, John Ashkar, controls the ownership and voting rights. Notwithstanding the foregoing, the Agreement shall inure to the benefit of the property owner in the event Developer should fail to exercise the option to purchase the Property, provided that the City approves, prior to issuance of the first building permit, the financial condition and development experience of the builder(s) as assignee(s) of this Agreement.

18.2. Conditions of Transfer. The sale, transfer or assignment of Developer's rights and interests under this Agreement may be permitted pursuant to Section 18.1 above, but only if (i) Developer is not then in default under this Agreement, and (ii) Developer had provided to City notice of such transfer, and (iii) the transferee executes and delivers to City a written agreement in which (A) the name and address of the transferee is set forth and (B) the transferee expressly and unconditionally assumes all the obligations of Developer under this Agreement with respect to the Property, so transferred and (C) Developer has otherwise satisfied the requirements of Sections 18.1 and 18.3. Notwithstanding the sale, transfer or assignment of Developer's rights and interests under this Agreement as permitted pursuant to Section 18.1 above, Developer shall not be released from any of its obligations under this Agreement except as may be expressly provided in writing by City.

18.3. Apportionment of Developer's Obligations Upon Transfer. Developer understands and agrees that, in order for the sale, transfer, or assignment of Developer's rights, interests, and obligations under this Agreement to be effective upon the sale, transfer, assignment or other conveyance of only a portion of the Property, rather than the entire Property, as may be permitted under Section 18.1 herein, City may further require, in the sole discretion of City and in addition to those conditions set forth in Sections 18.1 and 18.2 above, that Developer and Developer's transferee execute an Operating Memorandum in accordance with Section 9 herein, when in the opinion of City, such an Operating Memorandum is reasonably necessary to document the manner in which any or all of Developer's obligations under this Agreement shall be allocated between or among Developer and each or any of Developer's transferees.

19. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to use reasonable efforts to cooperate in defending such action, provided that City shall not be required to take any actions requested by Developer unless Developer agrees to reimburse City for its out-of-pocket expenses directly incurred in taking such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review is pending. Nothing in this paragraph shall be construed (a) as replacing, modifying, or limiting any hold harmless or indemnification obligations of Developer arising from conditions of approval imposed by City on Tentative Tract Map No. S-5632 or any other Current Development Approval, or (b) as preventing City from independently

evaluating its rights, obligations and courses of action in the event of litigation.

20. Recording. This Agreement and any amendment or cancellation hereof shall be recorded in the Official Records of Ventura County by the Clerk of City within ten (10) days after the effective date of this Agreement and within ten (10) days after any amendment or cancellation hereof.

21. Protection of Mortgage Holders. Nothing contained herein shall limit or interfere with the lien or mortgage holder having a mortgage made in good faith and for value on any portion of the Property. "Mortgage Holder" includes the beneficiary under a deed of trust, and "mortgage" includes a deed of trust.

22. Severability. If any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

24. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

25. Rules of Construction and Miscellaneous Terms.

25.1. General/Mandatory/Permissive. The singular includes the plural; the - masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

25.2. Time of Essence. Time is of the essence regarding each provision of this Agreement of which time is an element.

25.3. Cooperation. Each party covenants to take such reasonable actions and execute all documents that may be necessary to achieve the purposes and objectives of this Agreement, provided the City shall not be obligated to institute a lawsuit or other court proceeding in this connection.

25.4. Entire Agreement. This Agreement and any exhibits hereto or any addenda hereto that may be executed in accordance with Section 9 herein contain the entire agreement between the parties and any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

25.5. Recitals. The Recitals set forth in this Agreement are specifically incorporated into and made a part of this Agreement.

26. Binding Effect of Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement. The Property and Developer are subject to each term, condition, and covenant of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year dated below as authorized by Ordinance No. ___ of the City Council.

Dated:

"DEVELOPER"

WESTWOOD COMMUNITIES CORP., a
California Corporation

By: _____
John Ashkar, President

By: _____

"CITY"

CITY OF SAN BUENAVENTURA,
a Chartered City

By: _____
Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

DA-38 Exhibit "A"

Legal Description

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel: 1

Part of Lot 43 of the Rancho Santa Paula y Saticoy, a portion in the City of Ventura, in the County of Ventura, State of California, according to the map thereof recorded in the office of the County recorder of said Ventura County, in Book "A" Page 290 of Miscellaneous Records, (Transcribed records from Santa Barbara County), more particularly described as follows:

Beginning at a point in the center line of that certain public road 60.00 feet wide, locally known as and called Telegraph Road, at the Northeast corner of that certain parcel of land containing 10.33 acres, a conveyed by John M. Westlund and Sarah C. Westlund to Lillian E. Fulton, by deed dated August 7, 1917 recorded in Book 153, Page 293 of Deeds; from said point of beginning a point in the center line of said Telegraph Road, at the corner common to Lots 9, 10, 43 and 44 of said Rancho Santa Paula y Saticoy, bears South 54° West 16.73 chains distant; thence from said point of beginning.

1st: South 35°57' East 1146.50 feet, along the East line of said lands of Lillian E. Fulton at 30.00 feet a 3/4 inch iron pipe set in the South line of said Telegraph Road; at 1146.50 feet a 3/4 inch iron pipe set in the Southeast corner of said lands of Lillian E. Fulton and in the North line of that certain parcel of land containing 15.433 acres, as conveyed by John M. Westlund and Sarah C. Westlund, to the Farmers Realty and Investment Company, by deed dated November 20, 1919, recorded in Book 169, Page 115 of Deeds; thence,

2nd: North 53°57' East 81.30 feet to a 3/4 inch iron pipe set at the Northeast corner of said lands of Farmers Realty and Investment Company; thence,

3rd: South 36°02' East 1418.80 feet along the East line of said lands of Farmers Realty and Investment Company and parallel with and at all points distant West 6.00 feet from and at right angles to a concave pipe line; at 1398.80 feet a 3/4 inch iron pipe set in the North line of that certain public road 40.00 feet wide. Locally known as and called Kimball Road; at 1418.80 feet a point in the center line of said Kimball Road, at the Southeast corner of said lands of Farmers Realty and Investment Company; thence,

4th: North 53°57' East 519.00 feet along the center line of said Kimball Road, to the Southwest corner of that certain parcel of land as conveyed by David Brown to Susie M.

Brown, by deed dated March 10, 1913, recorded in Book 137, Page 106 of Deeds; thence,

5th: North 36° West 2567.40 feet along the West line of said lands of Susie M. Brown et al., to a point in the center line of said Telegraph Road; thence along same,

6th: South 54° West 600.30 feet to the point of beginning.

Except therefrom that portion conveyed to the State of California by deed recorded September 21, 1961, book 2050, Page 94 of Official Records.

Also except all the beds, deposits, lodes, veins and ledges of minerals of every description and all petroleum and asphaltum, with a right to explore, dig and sink wells, pits and shafts for the purpose of obtaining, extracting and appropriating said minerals in and upon said premises, with the right to erect houses for workmen and all buildings required for smelting and refining, as reserved by John M. Westlund, et ux., in deed recorded March 11, 1921 Book 180, Page 44 of Deeds.

Also except therefrom the interest reserved in the deed from Barbara June Record, et al., recorded November 21, 1952 Book 1100, Page 183 of Official Records, which recites as follows:

"Reserving however unto the grantors in equal shares for the time and upon the conditions herein specified, fifty per cent (50%) of all minerals, oils, petroleum, maltha, bitumen, naptha, asphaltum, natural gas and all other hydrocarbon substances in and under said land, together with the right of entry thereon in conjunction with grantee, for the purposes of exploration and drilling therefore, storage, treatment and removal thereof in any convenient manner and the erection of all works, pipe and utility lines and appurtenances deemed necessary or expedient in operations relating thereto; but subject to payment for surface damages resulting from any such entry or operations thereon.

Said reservation is subject to divestment from grantors, and vesting in grantee, and shall be quitclaimed to grantee, at the expiration of fifteen years from the date of this deed if none of said reserved minerals or substances within said time shall be produced in commercial quantities from said lands or within 1,000 feet thereof in the event such productions is so secured the reserved rights shall remain vested in grantors."

Parcel 2:

That portion of Lot 43 of the Rancho Santa Paula y Saticoy, a portion in the City of Ventura, County of Ventura, State of California, according to the map thereof recorded in Book "A" Page 290 Miscellaneous Records, (Transcribed records from Santa Barbara County), in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Northwesterly line of the land conveyed to Charles L. Brown, by deed recorded March 27, 1928, Book 195, Page 272 of Official Records, distant along said Northwesterly line South 54°22' West 40.30 feet from the Northeasterly line of said Lot 43, at the most Southerly corner of the land described in the deed to George F. Uhler and wife, recorded October 24, 1947 as Instrument No. 20186, Book 810, Page 244 of Official Records; thence along the Southwesterly line of said last mentioned land by the following two courses,

1st: North 40°54' West 128.31 feet to the beginning of a tangent curve concave Southwesterly having a radius of 746.80 feet; thence,

2nd: Northwesterly along said curve through an angle of 16°00', an arc distant of 208.55 feet to the most Southerly corner of the land described in the deed to George F. Uhler and wife, recorded August 3, 1951 as Instrument No. 16656, Book 1013, Page 467 of Official Records; thence along the Southwesterly line of said last mentioned land,

3rd: North 73°56'20" 91.60 feet to the most Westerly corner thereof; thence along the Northwesterly line of said last mentioned land to and along the Southeasterly line of the land described in the deed to Anson P. Brown and wife, recorded August 3, 1951 as Instrument No. 16657 Book 1013, Page 468 of Official Records,

4th: North 54°22' East 155 feet, more or less to the Northeasterly line of said Lot 43; thence along said Northeasterly line,

5th: North 36°00' West 953.1 feet, more or less, to the Southeasterly corner of the land described in the deed to Saticoy Water Company, recorded August 31, 1897 Book 51, Page 458 of Deeds; thence along the boundary of said last mentioned land by the following two courses,

6th: South 54°00' West at right angles, 134.4 feet to the Southwesterly corner thereof; thence at right angles,

7th: North 36°00' West 134.4 feet to the Northwesterly line of said Lot 43; thence along said Northwesterly line,

8th: South 54°00' West 715.52 feet to the Northwesterly corner of the land described in the deed to Charles L. Brown, et al., dated February 7, 1923 recorded in Book 9, Page 101 of Official Records; thence along the Southwesterly line of said last mentioned land,

9th: South 36°00' East 1484.05 feet to a 2 inch iron pipe set at the Northwesterly corner of said first mentioned land of Charles L. Brown; thence along the Northwesterly line thereof,

10th: North 54°22' East 809.64 feet to the point of beginning.

Except the interest in the Northeasterly 30.00 feet lying within Wells Road, as conveyed to the County of Ventura by deed recorded October 15, 1878 in Book 7 Page 116 of Deeds.

Also except an undivided one-third interest in and to the distributing pipe line extending from the well located on other land across said land to Telegraph Road, as granted to Susie M. Brown, by deed recorded June 6, 1932 Book 378 Page 477 of Official Records.

Also except therefrom that portion conveyed to the State of California by deed recorded October 4, 1961 Book 2055, page 43 of Official Records.

Also except therefrom that portion taken by the State of California by condemnation proceedings recorded October 10, 1961 Book 2057, Page 517 of Official Records.

Parcel 3:

That portion of Lot 43 of the Rancho Santa Paula y Saticoy, in the City of Buenaventura, County of Ventura, State of California, as shown on a map recorded in Book "A" Page 290 of Miscellaneous Records (Transcribed records from Santa Barbara County) in the Office of the County Recorder of said Ventura County more particularly described as follows:

That portion of the certain parcel of land acquired by the State of California as Parcel 7 by Final order of Condemnation, SCC No. 46632, County of Ventura, a certified copy of which was recorded in Book 2057, Page 519 of Official Records, bounded Northeasterly by those certain courses shown as having lengths of 104.01 feet and 55.98 feet on map of proposed relinquishment filed in State Highway Map, Book 2, Page 55 in the Office of the County Recorder of said County.

Parcel 4:

That portion of Lot 43 of the Rancho Santa Paula y Saticoy, in the City of Buenaventura, County of Ventura, State of California, as per map recorded in the Office of the County Recorder of said County in Book "A" Page 290 of Miscellaneous Records (Transcribed records from Santa Barbara County) described as follows:

Beginning at the Northeasterly corner of said Lot 43; thence along the Northwesterly line of said Lot 43,

1st: South 54°00' West 134.4 feet; thence at right angles,

2nd: South 36°00' East 134.4 feet; thence at right angles,

3rd: North 54°00' East 134.4 feet to the Northeasterly line of said Lot 43; thence along said Northeasterly line,

4th: North 36°00' West 134.4 feet to the point of beginning.

Also except the interest in the Northeasterly 30 feet lying within Wells Road as conveyed to the County of Ventura by deed recorded October 15, 1878 in Book 7 Page 116 of Deeds.

Parcel 5:

That portion of Lot 43 in Rancho Santa Paula Y Saticoy, partly in the City of Ventura, County of Ventura, State of California, as per map recorded in Book A. page 290 of Miscellaneous Records, (Transcribed records from Santa Barbara County) in the office of the County Recorder of said County, described as follows:

Commencing at the corner common to Lots 42, 43, 61 and 62 of said Rancho, thence along the Southeasterly line of said Lot 43, South 54° 55' 24" West, 853.00 feet to the Southwesterly line of the land described in Book 137 Page 106 of Deeds in said Office, thence along said Southwesterly line North 34° 52' West, 274.69 feet to the true point of beginning; thence,

1st: North 52° 47' 45" East, 212.96 feet to the point of tangency with a curve concave Westerly, having a radius of 373.00 feet, thence tangent,

2nd: Northerly through an angle of 47° 45' 49" an arc distance of 310.94 feet; thence tangent,

3rd: North 5° 01' 56" East, 250.53 feet to the point of tangency with a curve concave Southwesterly having a radius of 123.00 feet; thence along said last mentioned curve,

4th: Northwesterly through an angle of 46° 04' 26" an arc distance of 98.91 feet, thence tangent,

5th: North 41° 02' 30" West, 153.56 feet to the point of tangency with a curve concave Easterly having a radius of 127.00 feet; thence along said last mentioned curve,

6th: Northerly through an angle of 82° 55' 37" an arc distance of 183.81 feet to the Southwesterly line of the ditch described in deed recorded in Book 151 Page 129 of Deeds; thence along said Southwesterly line,

7th: North 39° 51' 00" West, 82.86 feet to the Northwesterly line of the land conveyed to Bernard and Margaret L. Johnson, recorded in Book 433 Page 444 of Official Records; thence along said Northwesterly line,

8th: Southwesterly to a 2-inch iron pipe set in the Southwesterly line of the land described in the deed to Charles L. Brown, et al., recorded March 9, 1923 in Book 9

Page 101 of Official Records, thence along said Southwesterly line, being in the Southwesterly line of said land Johnson,

9th: Southeasterly 802.08 feet, more or less, to the true point of beginning.

Except that portion of said land that lies within Parcel 1, in the City of Ventura, County of Ventura, State of California, as per map recorded in Book 21, Page 19 of Parcel Maps, in the office of the County Recorder of said County.

EXHIBIT "B"
PROJECT DESCRIPTION

The Project will consist of a maximum of 216 single-family detached lots, 110 townhome or condominium units and 173 courtyard dwelling units. The maximum height of any building and the maximum size of any unit shall be the maximum height and size allowed by the provisions of Specific Plan No. SP-6 approved for the Project as that Specific Plan may be amended from time to time.

EXHIBIT "C"
VESTING TENTATIVE TRACT MAP NO. S-5632

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SAN BUENAVENTURA)

I, SARA A. CARVER, Deputy City Clerk of the City of San Buenaventura, California, certify that the foregoing Ordinance was passed and adopted by the City Council of the City of San Buenaventura, at a regular meeting June 6, 2011, by the following vote:

AYES: Councilmembers Brennan, Morehouse, Andrews, Monahan,
 Deputy Mayor Tracy, and Mayor Fulton.

NOES: Councilmember Weir.

ABSENT: None.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of San Buenaventura on June 6, 2011.



Deputy City Clerk





September 29, 2011

Kim Uhlich
Executive Officer
Ventura LAFCO
County Government Center
800 S. Victoria Avenue
Ventura, CA 93009

Re: Proposed *Parklands Specific Plan* Reorganization

Dear Kim:

As a follow up to our meeting regarding the Parklands project reorganization, the city is hereby providing written clarification in addressing several of the raised concerns.

1) Maintenance of Parks

Please consider this explanation and clarification on the maintenance structure as set forth in Section 5.1.5 of the Development Agreement adopted on June 6, 2011. The statement within the Development Agreement regarding *remaining pocket parks, courts and parkways will be owned and maintained by the Homeowners Association* applies to a limited amount of areas that do not qualify as "park" space, which include small park spaces less than 2,500 square feet, landscape strips along the parkways and shared courts by single family homes. The Specific Plan identifies these HOA owned and maintained open space in Table 4.2 Individual Park Types and Open Space Areas as Numbers 4, 9, 9a, 10, 12, 13, 16 17, and 18.

The remaining park areas will be maintained through the Maintenance Assessment District (MAD), which is administered by the City of Ventura. The language in the Development Agreement, which states that maintenance of these parks would be "borne" 100% by the HOA, would be interpreted to mean that all the property owners would pay into the MAD. The MAD fees are based on the assessment of the property improvements, administration of maintenance contracts and are included in the property tax bill. The MAD includes an assessment of both parcel based and public right of way improvements.

The Vesting Tentative Tract Map condition number 75 contains standard language that specifies the City's MAD procedure:

"Prior to recordation of the Final Map, the applicant, at the applicant's sole cost and expense, shall cooperate and facilitate in establishing a Maintenance Assessment District, providing for management, operation, and maintenance of street lighting, landscaping, storm water treatment devices, sound wall, linear park and park parcels, alleys and other improvements determined by the City Engineer. Said Maintenance Assessment District

shall be established in accordance with local and State laws, including but not limited to, Chapter 4.300 of the Municipal Code, City of Ventura Ordinance No. 97-9, as it may be amended from time to time, then in effect at the time of establishment, and shall provide for ongoing levy on collection of sufficient sums to fully compensate the City for administration of such Maintenance Assessment District, operations, and performance of required maintenance. As part of the Maintenance Assessment District's establishment, the subdivider shall be responsible for the cost and preparation of all required Engineer's Report, hearing and meeting notices, required mailings and publications, conduct of required proceedings, and all other actions required to lawfully establish said Assessment District. All documents leading to establishment of said Assessment District shall be submitted to and approved by the City Attorney, and City Engineer prior to public distributions, and all proceedings leading to lawful establishment of said Assessment District shall occur prior to recordation of final map. The existence of the Maintenance Assessment District, and the amount of annual levies, shall be fully disclosed to subsequent purchasers within this development."

2) Maintenance of Storm Water Facilities

The Parklands estimated cost of to the General fund for the maintenance of the four larger parks, also includes what was assumed to be an open detention basin design as opposed to the underground detention areas as described in the original *Hawkes and Associates* Detention Design Report, dated October 20, 2008. The Parks and Recreation Departments evaluated the type of improvements contained within the park area and the current rate of similar type of contracts adjusted for the park acreage, which carries much lower cost. The developer is also evaluating alternative detention designs that achieve a balance of meeting the Ventura County Watershed Protection District's permit requirements and cost effective maintenance associated with an open detention design.

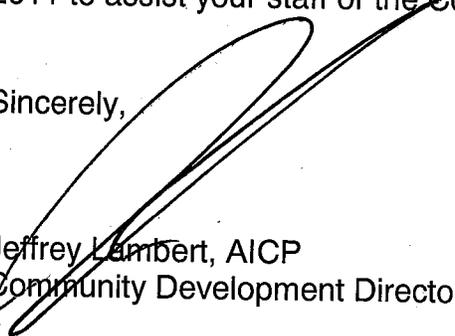
The cost of such maintenance cannot be fully realized until there is an engineers report on the cost of the improvements is complete. This is standard practice of project approval for this to be completed during condition compliance and implementation of the project. Whether the detention design is open or underground, the City is prepared to fund its general fund share of the maintenance costs per the terms of the Development Agreement's 50/50 maintenance agreement remain valid.

3) Project Relationship to the City's Regional Housing Needs Assessment

The City also provides further explanation as to the project's compliance with the Interim Inclusionary Housing Program and furthering the RHNA goals. The City Council considered this recommendation and effectively addressed the issue of affordable housing through the adoption of the Development Agreement's ordinance, which authorized an alternative that supersedes the IIHP ordinance requirements as contained within Chapter 24R.240 of the Municipal Code. Furthermore, the basis of this decision was that the 173 market rate rental apartments represented a much greater proportion (34%) of the total project housing and that the IIHP does not apply to rental housing. The City's position is that the project does further 2006 –2014 RHNA goals that are currently identified within the City of Ventura's locally adopted Housing Element.

If you have any questions regarding this response, please contact me at 658-4723 or Iain Holt, Senior Planner at (805) 654-7752. Further, city staff will be available at the LAFCO hearing on October 19, 2011 to assist your staff or the Commission with any questions on this agenda item.

Sincerely,



Jeffrey Lambert, AICP
Community Development Director

C: Kai Luoma, Deputy Executive Officer

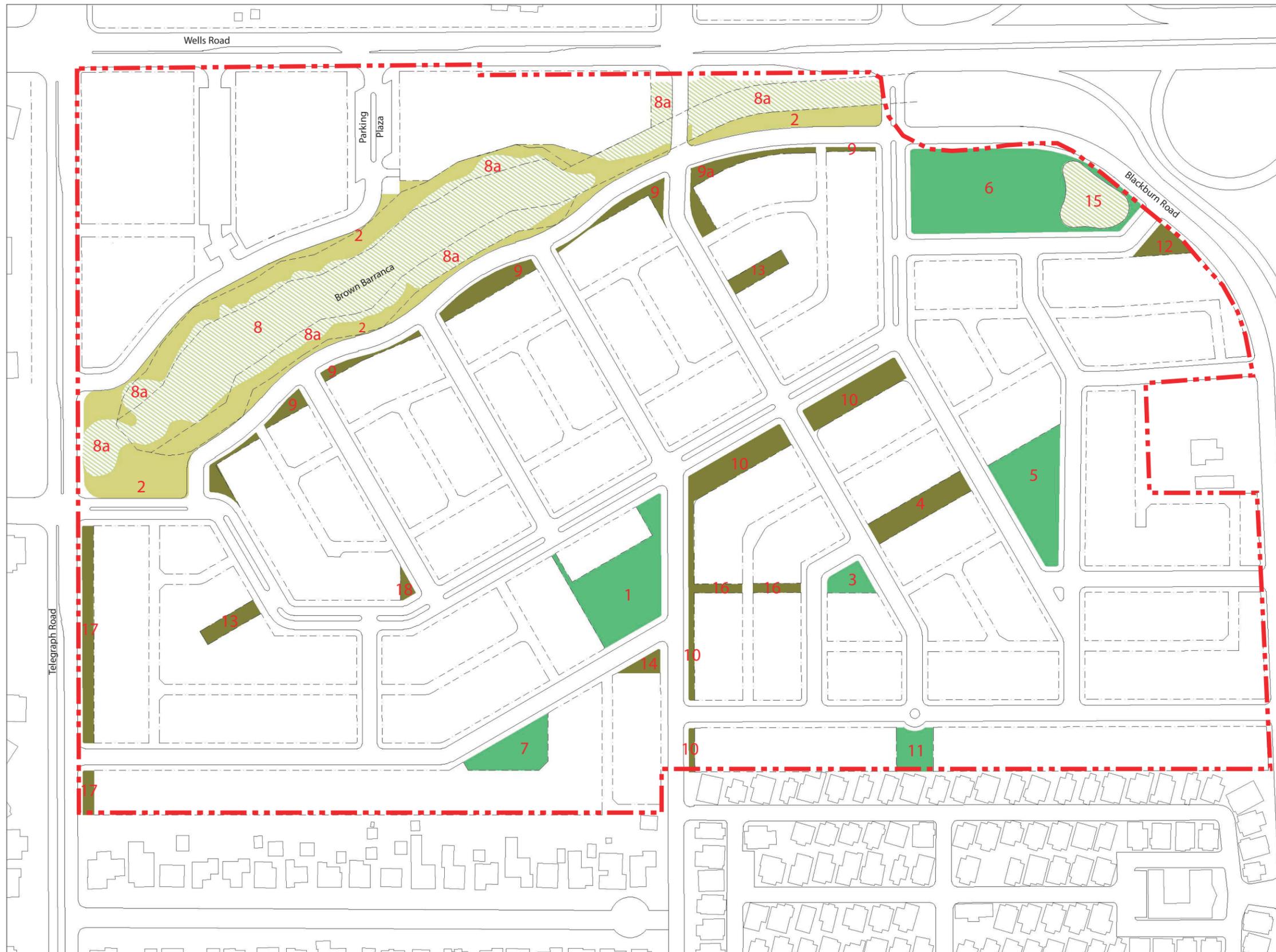


TABLE 4.3
Park Types and Areas

	Natural Preserve	3.96 acres
	Passive	1.82 acres
	City Mandated Linear Park	2.61 acres
	Active	3.23 acres
	TOTAL	11.62 acres

Figure 4.20: Park Distribution Plan



CITY COUNCIL RESOLUTION NO. 2009-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BUENAVENTURA CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE PARKLANDS SPECIFIC PLAN PROJECT AND ALL RELATED LEGISLATIVE ACTIONS, ADOPTING FINDINGS PURSUANT TO SECTION 15091 OF THE GUIDELINES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND RECOMMENDING ADOPTION OF A MITIGATION MONITORING AND REPORTING PLAN AS EACH OF THE FOREGOING RELATE TO THE PARKLANDS SPECIFIC PLAN AND VESTING TENTATIVE TRACT MAP.

CASE NO. EIR-2459

BE IT RESOLVED by the Council of the City of San Buenaventura as follows:

SECTION 1: CHRONOLOGY. The City Council hereby finds and determines as follows:

A. On March 17, 2008, the City of San Buenaventura issued a Notice of Intent to adopt a Mitigated Negative Declaration for the Parklands Specific Plan to be distributed to all responsible agencies, trustee agencies and interested parties for review and comment; and

B. Copies of the Draft Mitigated Negative Declaration were circulated for a public review and comment period between the dates of March 17, 2008, to April 16, 2008; and

C. Subsequent to the receipt of comments from 10 agencies and 1 Community Council, the Community Development Director determined that an Environmental Impact Report be prepared for the Parklands Specific Plan; and

D. On June 26, 2008, the City of San Buenaventura issued a Notice of Preparation for the Parklands Specific Plan Environmental Impact Report and caused the Notice of Preparation to be distributed to all responsible agencies, trustee agencies and interested parties for review and comment; and

E. Subsequent to distribution of the Notice of Preparation, the City of San Buenaventura conducted a scoping meeting on October 15, 2008, for the Parklands Specific Plan Environmental Impact Report; and

A06-00369

F. In recognition of the comments received in response to the Notice of Preparation, the City of San Buenaventura prepared Draft Environmental Impact Report Number EIR-2459 (State Clearinghouse Number 2008031082), dated November, 2008; and

G. A Notice of Completion for the Draft Environmental Impact Report, hereafter, the DEIR was filed on December 2, 2008 giving public notice of the availability of the DEIR for review and comment; and

H. Copies of the Draft Environmental Impact Report were circulated for a public review and comment period between the dates of December 2, 2008 and January 16, 2009; and

I. In accordance with the requirements of CEQA, responses to comments received relative to the Parklands Specific Plan (SP-6) and Draft Environmental Impact Report were prepared and provided to responding agencies, the Planning Commission and the City Council of the City of San Buenaventura; and

J. The proposed Final EIR comprises (i) the Draft Environmental Impact Report, (ii) list of persons, organizations and public agencies commenting on the Draft Environmental Impact Report, (iii) comments received from the public and interested agencies, (iv) the proposed Response to Comments, (v) revisions to the text of the Draft Environmental Impact Report as necessary to reflect changes made in response to comments and other information, (vi) other minor changes to the text of the Draft Environmental Impact Report, (vii) the proposed Mitigation Monitoring and Reporting Program, and (viii) all attachments and documents incorporated by reference into the Final EIR; and

K. A Mitigation Monitoring and Reporting Program (MMRP) has been drafted to meet the requirements of CEQA Section 21081.6 as a mitigation measure monitoring reporting program incorporated as Appendix "J" of the Final EIR.

L. Where as, on June 23 and July 7, 2009 the Planning Commission conducted a public hearings considering the Environmental Impact Report and recommended approval of the document with amendments the configuration of the freeway oriented Noise Wall to reflect Figure 2 of the Noise Barrier Analysis and omission of certain Interior Noise mitigation measures regarding door placement and non-operable buildings.

SECTION 2: In accordance with Municipal Code Section 2R.450.430 and City Council Resolution No. 2002-57 (The City's local CEQA Implementation Guidelines), the City Council further finds that the Final EIR for Case No. EIR-2459 is accurate, objective, complete, and in compliance with the Guidelines for Implementation of the

A06-00369

California Environmental Quality Act (CEQA Guidelines) and Procedures of the State of California and the City of San Buenaventura, and represents the independent judgment of the City. The City Council has reviewed all documentation comprising the Final EIR and, consistent with the Community Development Department's recommendation, finds that (i) the Final EIR is adequate and complete and (ii) certifies the Final EIR as being in compliance with CEQA Guidelines Section 15091;

SECTION 3: The Final EIR, having been presented to the Planning Commission, and all procedures having been duly followed as required by law, the City Council certifies that it has reviewed and considered the Final EIR, including the proposed Parklands Specific Plan development scenario evaluated therein, CEQA mandated project development alternatives, proposed mitigation measures, the MMRP, and the public comments received to date during the public review period for the DEIR. For the recommended Parklands Specific Plan development scenario, the potentially significant impacts will be mitigated to a level of insignificance with the implementation of mitigation measures proposed by the Final EIR and contained in the Mitigation Monitoring and Reporting Program set forth in Appendix "J" of the Final EIR, and incorporated herein by reference.

SECTION 4: Pursuant to Section 21081 of CEQA and the CEQA Guidelines Section 15091, the City Council hereby makes the following findings for each of the potentially significant, but mitigable environmental effects of the proposed Parklands Specific Plan (SP-6).

A. Aesthetics

Potential Impact –

AES-1: Plan area development would alter the visual character of the plan area, but would not block views of ridgelines to the north of the plan area from SR 126. However, a freeway sound wall proposed in Section 4.8, Noise, would partially block views from the freeway and would potentially create a monolithic structure as viewed from the freeway. Impacts associated with the sound wall would be Class II, significant but mitigable.

Proposed Mitigation Measure Number AES-1: Design Review Committee review of soundwall aesthetics has been added to the Parklands Specific Plan to address this potentially significant, but mitigable issue:

- Views of the proposed sound wall abutting SR 126 shall be softened through installation of landscaping such as trees, shrubs and climbing vines, resulting in a variety of textures and colors. Prior to Final Map approval, the Design Review Committee shall review and approve landscaping and irrigation plans. Prior to occupancy of any dwelling unit

within the plan area, the sound wall, landscaping and irrigation shall be installed.

B. Air Quality

Potential Impact –

AQ-2: Operational emissions of ROG and NOx would exceed VCAPCD thresholds. However, these impacts are mitigable with payment of Transportation Demand Management (TDM) fees. Therefore, the project would have a Class II, significant but mitigable, impact to regional air quality.

Proposed Mitigation Measure Number AQ-2 has been added to the Parklands Specific Plan to address this potentially significant, but mitigable issue:

- AQ-2 (a) Energy Efficiency. The residential and commercial structures proposed for development under the Parklands Specific Plan shall be designed to increase energy efficiency 20% beyond Title 24 requirements to partially offset the operational emissions associated with daily operation of the proposed project following buildout. Proposed energy conservation measures shall be specified in individual building plans and shall be subject to review and approval by the Inspection Services Division.
- AQ-2(b) Air Quality Mitigation Fund. The applicant shall contribute toward an air Quality Parklands Specific Plan EIR Mitigation fund to be used to develop regional programs to offset air pollutant emissions associated with implementation of the Parklands Specific Plan. The total amount that would be contributed to this fund shall be calculated based upon the methodology described in Ordinance 93-37. Fees may be adjusted by the City over time if development totals or emission or cost factors change. The fund shall be used to finance City programs to reduce regional air pollutant emissions. Specific mitigation measures that could be undertaken using the fund include, but are not limited to, enhanced public transit service, vanpool programs/subsidies, rideshare assistance programs, clean fuel programs, improved pedestrian and bicycle facilities, and park-and-ride facilities.

C. BIOLOGICAL RESOURCES

Potential Impact –

BIO-1: Development under the Parklands Specific Plan could have temporary adverse effects on special status species, if present, during and after construction due to vegetation removal, culverting of a portion of the

barranca and the amount of time necessary for replacement vegetation to mature. This is a Class II, significant but mitigable impact.

Proposed Mitigation Measure Numbers BIO-1 (a-c) have been added to the Parklands Specific Plan to address this potentially significant, but mitigable issue:

- BIO-1(a) Pre-Construction Surveys. A qualified biologist shall conduct preconstruction field surveys for arroyo chub, southwestern pond turtle, two-striped garter snake, San Diego mountain kingsnake, and California red legged frog. If observed, these species shall be relocated to suitable habitat areas up- or downstream of the project area.
- BIO-1(b) Construction Timing. Work within 500 feet of Brown Barranca shall be planned to avoid the breeding bird season if feasible, which generally runs from March 1 to August 31, as early as February 1, for raptors. If avoidance of the breeding bird season is infeasible, BIO-1(c) shall be implemented.
- BIO-1(c) Nesting Bird Surveys. If avoidance of the breeding bird season is not feasible, beginning 30 days prior to the disturbance of suitable nesting habitat, the project proponent should arrange for weekly bird surveys to detect protected native birds occurring in the habitat that is to be removed and any other such habitat within 300 feet of the construction work area (within 500 feet for raptors) as access to adjacent areas allows.

The surveys shall be conducted with emphasis on Cooper's hawk, yellow warbler, yellow-breasted chat, Allen's hummingbird, California horned lark and other riparian dependent special-status bird species. The surveys shall be conducted by a qualified biologist with experience in conducting breeding bird surveys. The surveys shall continue on a weekly basis with the last survey being conducted no more than three days prior to the initiation of clearance/construction work. If a protected native bird is found, the project proponent shall delay all clearance/construction disturbance activities within 300 feet of suitable nesting habitat (within 500 feet for suitable raptor nesting habitat) until August 31.

Alternatively, the qualified biologist could continue the surveys in order to locate any nests. If an active nest is located, clearing and construction within 300 feet of the nest (within 500 feet of raptor nests) or as determined by a qualified biological monitor, must be postponed until the nest is vacated and the juveniles have fledged and when there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest should be established in the field with flagging and stakes or construction fencing marking the protected area 300 feet (or 500 feet) from the nest. Construction personnel should be instructed on the sensitivity of the area. The project proponent should record the results of

the recommended protective measures described above to document compliance with applicable State and Federal laws pertaining to the protection of native birds.

BIO-2: Development facilitated by the specific plan would require the disturbance of 1.63 acres of riparian/wetland habitat. However, revegetation of riparian/wetland habitat that would result in no "net loss" of habitat. Impacts are Class II, significant but mitigable.

Proposed Mitigation Measure Numbers BIO-2 (a-c) have been added to the Parklands Specific Plan to address this potentially significant, but mitigable issue:

- BIO-2(a) Invasive Plant Removal. The applicant shall remove invasive or non-native plants from the Brown Barranca Preserve area, including (but not limited to) castor bean, German ivy, garden blackberry, free tobacco, garden nasturtium, and palm trees.
- BIO-2(b) Wetland Creation. The applicant shall mitigate the removal of riparian vegetation (CDFG defined wetlands) at a minimum ratio of 1:1. The mitigation may be done on-site by increasing the area of the Brown Barranca preserve where feasible to eliminate landscape specimens and incorporate native riparian species between the bikepath/footpath and the preserve such that the total area of the preserve is increased by 0.27 acres or the applicant may mitigate off-site through in-kind mitigation banks within the same watershed subject to review and approval by the Planning Division or their designee.
- BIO-2(c) Barranca and Basin Maintenance Plan. The applicant shall develop and implement a maintenance plan to assure that future maintenance of the detention basin, Brown Barranca and associated slopes for permanent erosion control measures, which will minimize adverse effects to vegetation and promote maturation of wetland vegetation such that a Corps defined wetland, is formed.

BIO-3: Development of the plan area would place development in close proximity to sensitive biological resources. Development would introduce noise, lighting, domestic animals, and introduce potential erosion and sedimentation effects. This could potentially reduce the habitat quality for sensitive vegetation and wildlife species and would be a Class II, significant but mitigable, impact.

Proposed Mitigation Measure Numbers BIO-3 (a-d) have been added to the Parklands Specific Plan to address this potentially significant, but mitigable issue:

- BIO-3(a) Proper Erosion Control Device Installation. The applicant shall install erosion control devices in areas that have the potential to drain to Brown Barranca throughout the construction duration and prior to

vegetation establishment. These devices should include silt fencing, sandbags, straw wattles, and/or straw bales.

- BIO-3(b) Split-Rail Fencing. The applicant shall install aesthetic (split-rail) fencing between the proposed footpath and Brown Barranca to reduce disturbance of habitat.
- BIO-3(c) Biological Resource Signage. The applicant shall provide signage and written materials to all property owners describing biological resources and prohibiting entry into the Brown Barranca Preserve.
- BIO-3(d) Oil/Grease Traps. The applicant shall fit inlets of all storm drains with easily accessible trash excluders approved for use by the City and the Regional Water Quality Control Board. Low Impact Development (LID) principles established in the City's Municipal (MS4) Stormwater Permit shall be used to manage street runoff to meet stormwater quality objectives. Other than litter exclusion, stormwater quality objectives shall not be accomplished in the storm drain inlets. Rather, the objectives shall be accomplished through LID practices.

D. Cultural Resources

Potential Impact –

CR-1 The proposed project would not disturb any recorded cultural resources. However, site development has the potential to disturb as yet undetected cultural resources. This is a Class II, significant but mitigable, impact.

Proposed Mitigation Measure Number CR-1(a, b): In addition to compliance with existing regulations and 2005 Ventura General Plan, the following actions have been added to the Parklands Specific Plan to address impacts to Cultural Resources including:

- CR-1(a) Temporary Work Suspension if Resources Unearthed. In the event that archaeological or paleontological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist or paleontologist as appropriate has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.
- CR-1(b) Human Remains Procedures. If human remains are unearthed, State Health and Safety Code Section 7070.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC).

E. Hazardous Materials

Potential Impact –

HAZ-1: Soils within the plan area have been utilized for agricultural operations, contaminants pose potential health hazards to humans and the risk of upset. Impacts associated with development of the plan area would be Class II, significant but mitigable.

Proposed Mitigation Measure Number HAZ-1: The following actions have been added to the Parklands Specific Plan to address impacts to Hazardous Materials including:

- **HAZ-1 Contaminated Soil.** Two areas of soil contamination necessitate either onsite sequestration, or offsite disposal or some combination of both as described below. These include soils in the following locations. 1) The upper ½ foot of soil in the northwest quadrant of the plan area (see Figure 4.5-1) due to contamination with TDE, including the upper ½ foot of soils in the western part of the NW storage location (see Figure 4.5-1). 2) The upper ½ foot of soils within a 10-foot radius of SS-220 (see Figure 4.5-2) due to contamination with TDE. *Onsite Sequestration.* The upper ½ foot of soil (or as recommended by the Ventura County Environmental Health Division) shall be removed from both locations, and shall be sequestered on-site in a manner approved by the Ventura County Environmental Health Division. Sequestration necessitates isolation from human and wildlife contact and would require that the soil be buried onsite at depths unlikely to be disrupted, or would require capping by pavement or asphalt. Areas suitable for capping might include beneath the parking garages, or beneath roadways. Onsite sequestration shall be conducted as directed by Ventura County Environmental Health. *Offsite Disposal.* The upper ½ foot of soil shall be removed from both areas and shall be transported off site and disposed of as hazardous waste at an approved facility in accordance with applicable rules and regulations.

HAZ-2 Development facilitated by the proposed specific plan would require the removal of materials containing asbestos. Demolition or removal of these items could result in dispersal of this contaminant. This is a Class II, significant but mitigable, impact.

Proposed Mitigation Measure Number HAZ-2: The following actions have been added to the Parklands Specific Plan to address impacts to Hazardous Materials including:

- **HAZ-2. Asbestos Cement.** Prior to any demolition or renovation, the identified asbestos cement piping located in the southern field area in a

pile of agricultural debris (see Figure 4.5-1) and any other AC piping discovered during construction shall have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite shall be transported by a licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest.

HAZ-3 An underground storage tank (UST) was found on the plan area. These would require removal pursuant to Ventura County Environmental Health Department regulations. Impacts associated with this UST would be Class II, significant but mitigable.

Proposed Mitigation Measure Number HAZ-3: The following actions have been added to the Parklands Specific Plan to address impacts to Hazardous Materials including:

- **HAZ-3 Underground Storage Tank.** The underground storage tank (see OB-3 on Figure 4.5-2) shall be properly excavated and disposed of according to the guidelines of the Ventura County Fire Department and the Ventura County Environmental Health Division. These guidelines require the following: 1) Preparation of an application for permanent closure available for download at <http://www.ventura.org/rma/envhealth/programs/cupa/hzustpgm.htm> 2) Excavation oversight by a Ventura County Environmental Health Division Inspector 3) A permanent closure report submitted to the Ventura County Certified Unified Program Agency (CUPA) with copies of all receipts, manifests, transport documents, sample results, chain of custody, plot plans, and unauthorized release form (if necessary). 4) Soil samples must be collected in approved containers for analysis pursuant to Environmental Protection Agency Method 5035 for hydrocarbon samples. Los Angeles Regional Water Quality Control Board

F. Hydrology
Potential Impacts –

HYD-2 Portions of the plan area are located within the 100- year flood plain. The specific plan includes improvements that would alleviate existing flooding within the plan area and would change the boundaries of the existing flood plain. This is a Class II, significant but mitigable, impact.

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Proposed Mitigation Measure Number HYD-2: The following actions have been added to the Parklands Specific Plan to address impacts to Hydrology including:

- HYD-1 Letter of Map Revision. Prior to issuance of building permits, a Letter of Map Revision (LOMR) from FEMA shall be obtained and the final development shall be sited to assure that no structures are placed within the redefined 100-year Flood Zone.

G. Noise

Potential Impacts –

- N-3** Both existing onsite noise levels and projected noise levels opposite SR 126 within the plan area exceed the City's "normally acceptable" community noise exposure standards. Since development facilitated by the proposed specific plan would place residential uses in an area where noise levels exceed the City's "normally acceptable" community noise exposure standards, impacts would be Class II, significant but mitigable.

Proposed Mitigation Measure Number N-3 (a-c): The following actions have been added to the Parklands Specific Plan to address impacts to Noise including:

- **N-3(a) Sound Wall.** Prior to grading permit issuance, the applicant shall incorporate a sound wall along the southeastern boundary of the plan area as indicated as Figure 2 of the Barrier Analysis, Rincon Consultants, 2008, (see Appendix G). Construction material, height, and location shall be sufficient, at a minimum, to intercept the freight truck line of sight on SR 126. Adequate wall height and placement shall be determined by the Planning Manager in consideration of the following parameters: (1) CMU wall height, material, and location consistent with Caltrans sound walls within the City; (2) proposed building pad elevations in relation to SR 126; and (3) vertical distance between CMU wall height and lowest roof eave and window.
- **N-3(b) Lot 132.** The residence and garage at this location shall be linked with a solid block wall and oriented, such that the exterior usable space is buffered from noise generated along Wells Road.
- **N-3(c) Interior Noise Attenuation.** Plans submitted to the Inspection Services Division for purposes of obtaining building permits shall illustrate that residences fronting Telegraph Road, Wells Road, and Blackburn Road/SR 126 shall ultimately be constructed to include the following: a) Windows facing the street shall be dual pane, laminated with a Sound Transmission Class (STC) rating of at least 40; b) Exterior walls facing the street shall be constructed of staggered wood studs, or equipped with a resilient channel between the studs and wallboard, or any other wall system with an STC rating of at least 50; c) Exterior doors

facing the street shall be of a sound insulating design with a STC rating of at least 38; and d) All exterior doors and windows shall be installed with proper weather stripping. e) Roof construction of concrete tile with 15/32-inch plywood, R-30 batt insulation in the attic, and a layer of ½-inch thick gypsum board separating the attic from living areas.

- **N-3(d) Noise Measurements.** Prior to final building permit inspection of residences facing Telegraph Road, Wells Road and Blackburn Road/SR 126, the applicant shall submit a 24-hour CNEL internal noise measurement for those bedrooms closest to Telegraph Road, Wells Road and Blackburn Road/SR 126 to be reviewed and approved by the Planning Manager. Future noise levels shall be projected based upon measured existing levels.

In the event that the noise measurement and/or projection identifies noise levels that exceed 45 dBA CNEL, the applicant shall develop a contingency plan for additional measures to reduce noise to 45 dBA CNEL or lower. The contingency plan may include, without limitation, the modification of constructed residences with materials/methods that reduce interior noise to 45 dBA CNEL. Prior to occupancy of affected units, the applicant shall obtain approval of the contingency plan from the Planning Manager.

SECTION 5: The City Council further finds the Final EIR has identified the following Class I, unavoidably significant cumulative impacts to air quality, agricultural land conversion and solid waste generation as were identified in the 2005 Ventura General Plan Final EIR:

- Anticipated growth exceeds Ventura County Air Quality Management Plan population forecasts.
- Potential conversion of up to 674 acres of important farmlands including 520 acres of "Prime farmland, 138 acres of 'Statewide Importance' farmland, and 16 acres of 'Unique' farmland.
- While existing landfills have adequate capacity to accommodate projected citywide increases in solid waste generation for the next 15-17 years, regional waste generation increases could exceed the daily capacity of area landfills.

However, those impacts identified are fractional contributory amounts already accounted for in the discussion of those Class I impacts identified in the 2005 Ventura General Plan Final EIR for which the City Council has adopted a Statement of

However, those impacts identified are fractional contributory amounts already accounted for in the discussion of those Class I impacts identified in the 2005 Ventura General Plan Final EIR for which the City Council has adopted a Statement of Overriding Considerations in Resolution 2005-073 and 2007-049. Based on the public benefits identified in Resolution 2005-073 and 2007-049, no further action is required.

SECTION 6: Section 21002 of CEQA and CEQA Guidelines Section 15126 (f) requires that an Environmental Impact Report evaluate, and the decision making body consider, a reasonable range of alternatives to a project. EIR-2459 has evaluated the following alternatives to the proposed Parklands Specific Plan that would lessen any significant environmental effects of the project.

A. Alternative 1. No Project. This alternative assumes that the proposed improvements are not implemented and that the existing agricultural operations continue. It should be noted that implementation of the No Project alternative would not preclude future development within the specific plan area. The No Project alternative would avoid the proposed specific plan's environmental impacts in every issue area studied in the EIR except for treatment of contaminated soils and groundwater demand. Under this alternative, pesticide use and drawing of groundwater would continue. These impacts would be reduced with implementation of the proposed specific plan. The proposed specific plan would require treatment of contaminated soils and asbestos containing materials, and would cease to involve application of agricultural pesticides. The No Project Alternative would not avoid the cumulatively significant noise increase to existing residences along Blackburn Road from traffic along SR 126 at year 2025 conditions. The No Project Alternative would also not achieve two objectives of the specific plan: 1) alleviation of existing flooding at the Blackburn Road undercrossing where the existing double box culvert is deficient by 304 cubic feet/second under a 100-year storm condition; and 2) development of the Carlos Street extension as a collector street through the plan area that would eventually link Wells Road and Saticoy Avenue (as illustrated on the Roadway Classification Plan of the 2005 General Plan). Despite avoiding most of the environmental impacts of the proposed specific plan, the No Project Alternative would not provide new housing opportunities in the City of Ventura. Moreover it is noted that the proposed specific plan does not have any project-specific impacts that cannot be mitigated to a less than significant level.

B. Alternative 2. Existing General Plan/Zoning This alternative would involve development under the existing County of Ventura General Plan and Zoning Designations. About 54 acres of the plan area are currently within the County. The County lands are currently zoned AE-40 and have a General Plan designation of Agricultural Urban Reserve - 40 Acre minimum. This alternative assumes that these 54 acres would remain in agricultural production as they are today. About 13 acres are currently within the City of Ventura and are zoned R-1-7 with a General Plan designation of Neighborhood Low 0-8 du/acre. This alternative assumes that buildout of

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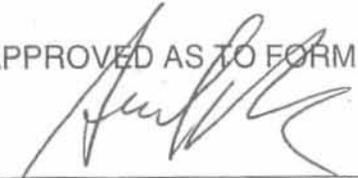
these 13 acres would have a maximum density of 7 units/acre as allowed under the zoning ordinance, and would result in development of 91 units. This alternative would not involve modifications to the Barranca and would not involve development of commercial uses. It is noted that the 54-acres that are currently within the County have an Urban Reserve General Plan overlay designation, which specifies that the property is intended for eventual annexation. This alternative would not preclude some eventual future development pursuant to the City's Neighborhood Low 0-8 du designation, should annexation be sought. Maximum allowable residential density for these 54 acres would be an additional 432 dwelling units.

C. Alternative 3. Barranca Avoidance. This alternative would involve avoidance of the barranca as this was a recommendation made by the Department of Fish and Game in response to the Mitigated Negative Declaration that was previously issued for the proposed specific plan. This alternative would reduce impacts to biological resources, primarily riparian and wetland habitat that would be affected by the culverting of 725 linear feet of the barranca. The Barranca Avoidance Alternative assumes a slight reduction in units (19 fewer) as those residential units that would be situated within the updated 100-year flood zone as shown on Figure 4.6-1 would not be constructed. This alternative assumes that the specific plan would still involve development of up to 25,000 square feet of commercial use, but that the Carlos Street extension would not be constructed as it is dependent on culverting of the barranca.

PASSED AND APPROVED this 4 day of August, 2009.


Mabi Covarrubias Plisky, City Clerk

APPROVED AS TO FORM


Ariel Pierre Calonne
City Attorney

A06-00369

EIR-2459
CC/08/03/09/IH
Page 13

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SAN BUENAVENTURA)

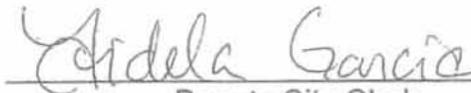
I, Fidela Garcia, Deputy City Clerk of the City of San Buenaventura, California, certify that the foregoing Resolution was passed and adopted by the City Council of the City of San Buenaventura at a special meeting on August 4, 2009, by the following vote:

AYES: Councilmembers Brennan, Summers, Morehouse,
 Andrews, and Monahan.

NOES: Deputy Mayor Fulton and Mayor Weir.

ABSENT: None.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of San Buenaventura on August 5, 2009.



Deputy City Clerk



CALIFORNIA RURAL LEGAL ASSISTANCE, INC.**Oxnard Office**

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Coachella
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Ventura LAFCo



Via Electronic Mail and First Class Mail

October 5, 2011

Chair Cunningham (via delivery to Ventura LAFCo office)
Executive Officer Uhlick
Ventura Local Agency Formation Commission
800 South Victoria Avenue
Ventura, CA 93009

Re: Pending application by the City of Ventura to the Ventura Local Agency Formation Commission regarding annexation of parcels associated with the Parklands Specific Plan

Dear Chair Cunningham and Executive Officer Uhlick:

This letter is submitted by California Rural Legal Assistance, Inc. ("CRLA") on behalf of CRLA's lower income client, who is in need of affordable and appropriately sized housing, and is concerned about an adequate supply of affordable housing, in the City of San Buenaventura ("the City"), for farmworkers, disabled persons and others in need of lower income housing and/or emergency shelter, with regard to the above referenced.

Government Code Section 56668 states, in part, that

... "[f]actors to be considered in the review of a proposal [by LAFCo] shall include, but not be limited to ... the following: ... (1) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7...."

In his September 29, 2011 letter to LAFCo staff regarding the Parklands Specific Plan, in Section 3) Project Relationship to the City's Regional Housing Needs Assessment, the City's Development Director, Jeffrey Lambert, asserts "[t]he City's position is that the project does further 2006 - 2014 RHNA goals that are currently identified within the City of Ventura's locally adopted Housing Element." The Parklands Project, represents one of the biggest, if not the biggest, developments in the City's history, with a total of 499 units, yet there is no unequivocal requirement for the development of lower income housing units by 2014.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

page two

CRLA comment to LAFCo re Parklands Specific Plan
October 5, 2011

As noted in the Lambert September 29, 2011 letter the Project includes 173 market rate apartments. These units do not include any that are specifically deed restricted to be affordable to lower income households. Therefore, as is further discussed below, the City's assertion as to the furtherance of the 2006 -2014 RHNA goals does not appear to be correct as to the City's lower income housing need.

The City of Ventura's Regional Housing Needs Assessment ("RHNA") for lower income households for the January 1, 2006 - June 30, 2014 Planning is 424 Extremely Low, 425 Very Low and 703 Low, or a total of 1552 lower income units. Section 9, *Regional Housing Need*, of the City's application to LAFCo for the Parklands Project, correctly notes that the City does not have a Housing Element that has been certified by the State of California Department of Housing and Community Development ("HCD"). The Housing Element for the 2006 - 2014 planning period, which the City adopted on July 18, 2011, is currently under review by HCD. The due date under state housing element law for the City's revised element was June 30, 2008.

CRLA, on behalf of CRLA's client, made comment, written and oral, during the Public Hearing regarding the July 2011 Housing Element. Among other matters, the CRLA Housing Element comment noted that the Housing Element, in violation of state housing element law, failed to identify sufficient adequate sites to accommodate the development of the City's remaining RHNA lower income numbers. (The CRLA comments are hereby incorporated by reference and hereafter referred to as the CRLA Comment.)

CRLA Comment stated that, after taking into consideration units which the City had built, approved to be built and pending applications, the City's remaining RHNA lower income units, for which sites, pursuant to state housing element law, needed to be identified, is at least 1,070 lower income units.¹ An analysis of the vacant and underutilized sites listed in the City's Housing Element as potential sites for the development indicates that the sites do not appear adequate to accommodate the City's lower income housing need with a shortfall of sites for at least 120 units. Table B-8 of the City's Housing Element lists additional sites, primarily located in the Westside area of the City, which *potentially* could be rezoned to allow for the development of lower income housing. However, the Housing Element does not commit the City to the necessary rezoning of those sites within the current planning period to allow for the timely development of lower income units. And yet, as noted above, the City approved the Parklands Project, which involves 67 acres of vacant land, with no provision for deed restricted lower income units within the current planning period.

¹ The City's Housing Element, in Table B-3 **Units Approved Not Completed**, asserts that 12 Very Low Income units will result from the Parklands Project. ATTACHMENT 1 to CRLA Comment notes on page seven that given the timing and uncertainty of the development of the Very Low Income units, it does not appear that the 12 units should have been included. (For convenience, a "marked" page 7 is attached.)

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

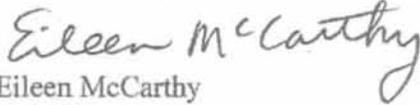
page three

CRLA comment to LAFCo re Parklands Specific Plan
October 5, 2011

Thank you for the opportunity to comment as to the application of Government Code Section 56668 (l) to the Parkland Project.

Sincerely,

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

A handwritten signature in cursive script that reads "Eileen McCarthy".

Eileen McCarthy
Staff Attorney

cc: Jeffrey Lambert, AICP, City of San Buenaventura Community Development Director
Kai Luama, Deputy Executive Officer, Ventura LAFCo

Page 7 of Attachment 1 to CRLA Comment

page seven

CRLA letter to City of San Buenaventura re Nov 2009 Revised Draft Housing Element
January 13, 2010

an anticipated 66 second dwelling units to be built "for the remainder of the RHNA period". Table B-1 lists only 17 second dwelling units constructed during the 2006 - 2008 period (i.e. 7 in 2006; 9 in 2007; and 1 in 2008, rather than 28). For purposes of analyzing the RDHE's sites inventory, it will be assumed that all of the second dwelling units constructed during 2006 - 2008 were included in the 30 units affordable to low income households in Table B-1 and that the City has credited 66 second dwelling units affordable to low income households for the rest of the planning period.

* Table B-3 *Units Approved/Not Completed* (TR - p. B-5 -6) incorrectly credits the City with 12 very low income units from the Parklands Development during the current planning period. (For convenience, p. TR - B-6 is attached with an asterisk next to the Parklands Development.) In a December 15, 2009 e-mail to CRLA, City staff indicated that the circumstances under which 12 very low income deed restricted units would be included in the Parklands Development were

"If during the 25 period [to run presumably from the approval of the project in Aug/Sept 2009] the developer chose to convert them to condos, they would need to set aside the 12/32 units for for sale affordable for the balance of the 25 years"

This information indicates that the 12 very low income units *may* be developed at some point in the future, but not necessarily in this planning period and perhaps not at all, and therefore it does not appear appropriate that these units are included in Table B-3.

Table B-4 *Pending Applications* (TR - p. B-7) lists a total of 17 very low income units and 173 low income units that would result from projects that have applications pending with the City. All of the very low income units are listed as "Deed-restricted units". Table B-4 indicates that two different apartment developments (APN 079-0-240-035 and APN 137-0-014-145/155/165) are expected to produce 45 and 114 lower income units, respectively. The HCD December 2008 letter noted in its section Progress Toward Meeting the Regional Housing Need that

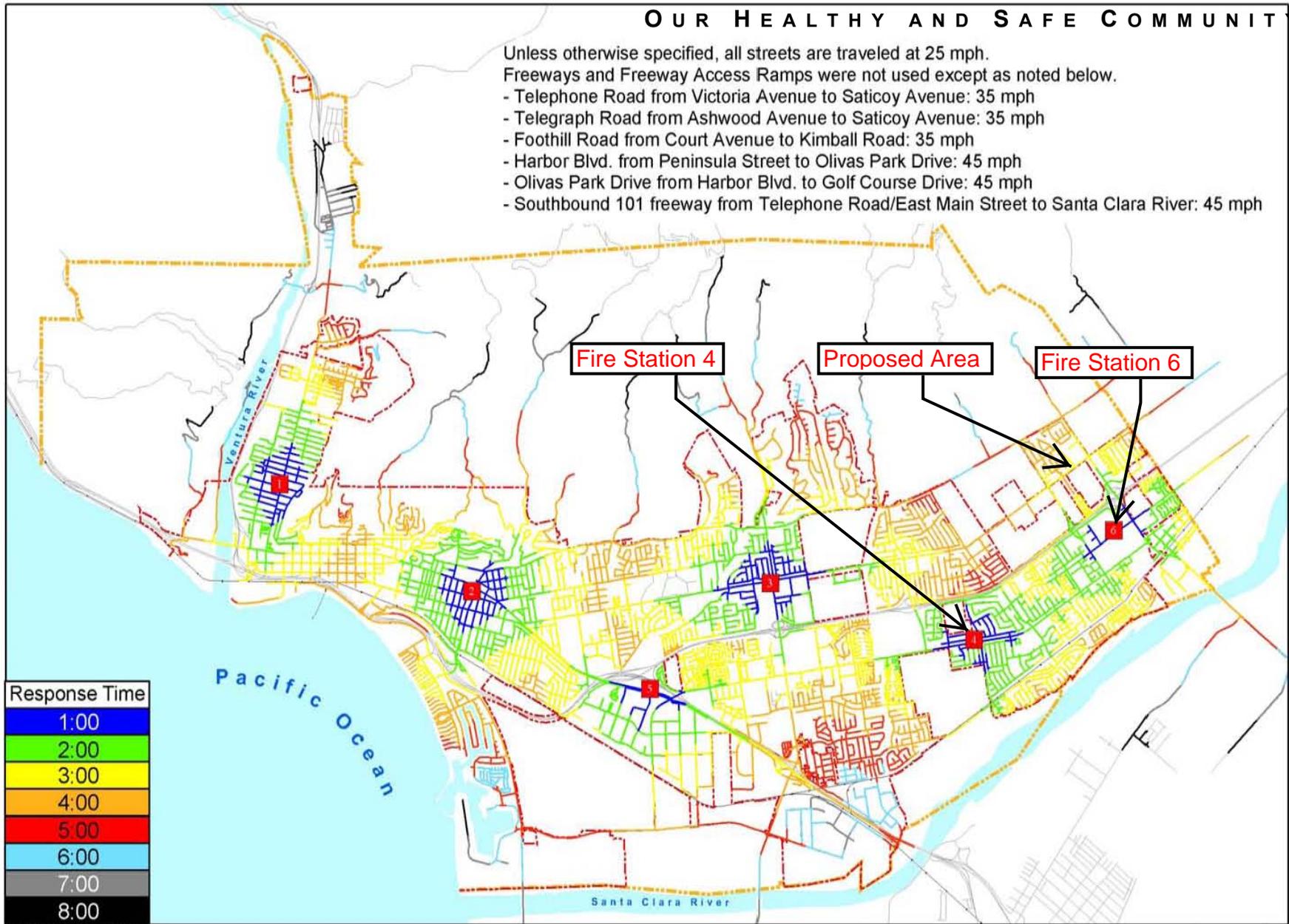
..."to credit market-rate units toward the City's share of regional housing need for lower-income households, the element must demonstrate the affordability of the units based on actual rents and sales prices. For example, the element notes 45 market-rate apartments affordable to lower-income households on APN 079-0-240-035. The anticipated rents of these apartments should be listed."

The RDHE cites to calculations using HCD income figures, and two different surveys of rental units to support the City's crediting market rate rental units towards its low income RHNA number in Table B-4. (TR - p. B-1) Apart from general concerns with these assumptions as to market rate units, as discussed further below, since there are pending applications as to the 45 and 114 apartment projects listed, actual data as to the rent rates should be in the City's possession, or readily obtainable from the applicants, and therefore in accord with HCD's

OUR HEALTHY AND SAFE COMMUNITY

Unless otherwise specified, all streets are traveled at 25 mph.
 Freeways and Freeway Access Ramps were not used except as noted below.

- Telephone Road from Victoria Avenue to Saticoy Avenue: 35 mph
- Telegraph Road from Ashwood Avenue to Saticoy Avenue: 35 mph
- Foothill Road from Court Avenue to Kimball Road: 35 mph
- Harbor Blvd. from Peninsula Street to Olivas Park Drive: 45 mph
- Olivas Park Drive from Harbor Blvd. to Golf Course Drive: 45 mph
- Southbound 101 freeway from Telephone Road/East Main Street to Santa Clara River: 45 mph



Response Time	
1:00	
2:00	
3:00	
4:00	
5:00	
6:00	
7:00	
8:00	

SOURCE: City of Ventura

- City Limits
- Planning Boundary
- Existing Fire Stations 1-6

Figure 7-2

Fire Response Time

August 8, 2005

2005 Ventura General Plan

7-13

Ventura wrestles with accepting \$2.3 million grant

By Tony Biasotti Special to The Star

Originally published 11:47 a.m., October 11, 2011

Updated 05:08 p.m., October 11, 2011

The Ventura City Council is thinking twice about a \$2.3 million federal grant that would let it hire nine firefighters and reopen a fire station it closed last year.

The council voted 7-0 on Monday to delay for two weeks a decision on whether to accept the grant. The grant would cover only two-thirds of the cost to keep the station open for three years, so the city must pay \$1.2 million of its own funds if it accepts the money.

That means the city would have to cut \$400,000 a year from the rest of its budget for the next three years, City Manager Rick Cole told the council Monday.

"I still support the enhancement to public safety that accepting this grant represents, but I need to be candid with the council and to apologize to the council that I can't tell you today that I have a path for us to be able to afford this \$400,000 or so that will have to be cut elsewhere," he said.

Cole said he will return to the council in two weeks with a detailed report on what services might have to be cut to save \$400,000 a year.

"Trusting that we're going to find the money somewhere is what gets everyone in trouble," Councilwoman Christy Weir said. "It's our job to choose between painful options, so give us some options, and we will choose what's worth it and what's not."

Councilman Neal Andrews voted for the two-week delay but said he also would be fine with accepting the grant immediately. Instead of cutting programs, he said, the city should renegotiate with its unions to cut back on salaries and benefits.

"The problem has been that we've made wrong choices in the past," he said. "We need to change the compensation and benefit system that is driving all of our finances here."

Last year, budget cuts forced the city to close Fire Station No. 4, one of its six fire stations. Since then, the Ventura Fire Department's performance has suffered. The department aims to respond to emergency calls within five minutes. Citywide, it reaches that goal 51 percent of the time, but in the east Ventura area around Fire Station No. 4, it responded within five minutes 16 percent of the time last year.

The city applied for the Department of Homeland Security grant last year and learned in August that it had won the money. It has until Nov. 6 to decide whether to accept it, Fire

Chief Kevin Rennie told the council.

If it accepts the grant, the city has a few options for staffing the firehouse. It could hire three to nine firefighters for part-time or full-time staffing at a cost ranging from \$512,000 to \$1.5 million in city money.

The option urged by Rennie and the department was to return the station to normal, full-time operation with nine firefighters at a city cost of \$1.2 million over three years.

The council members all said they planned to support the grant once they decide on the cuts to be made elsewhere.

"I'm very reluctant to watch a grant like this slip through our fingers when we have an opportunity," Councilman Carl Morehouse said.

"This is sorely needed."



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STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 11

TO: LAFCo Commissioners
FROM: Kim Uhlich, Executive Officer *KU*
SUBJECT: Alternate Public Member Vacancy

RECOMMENDATION:

1. Direct staff to initiate a process to recruit and select a new LAFCo alternate public member to fill the current vacant, unexpired term.
2. Direct staff to provide for a 30-day public recruitment period and to request a letter of interest and resume from each interested candidate.
3. Determine whether to direct staff to take any of the following additional actions to provide notice of the vacancy:
 - a. Issue a press release
 - b. Post a vacancy notice on the LAFCo website
 - c. Publish at least one newspaper display ad
4. Determine whether to initiate the recruitment process immediately or postpone it until early next year.
5. Appoint a three-member ad hoc selection committee consisting of one County, one city and one special district member.

DISCUSSION:

Staff previously provided to you a copy of a letter dated September 3, 2011 from alternate public member Hess providing notice of his resignation from the Commission effective September 15, 2011. As the alternate public member term does not expire until January 1, 2013, the Commission will need to make an appointment to fill the unexpired term.

Government Code section 56325(d) provides the following with regard to the appointment and vacancy of LAFCo public member positions:

COMMISSIONERS AND STAFF

COUNTY: Kathy Long Linda Parks <i>Alternate:</i> Steve Bennett	CITY: Carl Morehouse Janice Parvin, Vice Chair <i>Alternate:</i> Carol Smith	SPECIAL DISTRICT: Elaine Freeman Gail Pringle <i>Alternate:</i> Bruce Dandy	PUBLIC: Lou Cunningham, Chair <i>Alternate:</i> Vacant	
Executive Officer: Kim Uhlich	Dep. Exec. Officer Kai Luoma	Office Mgr/Clerk: Debbie Schubert	Office Assistant Martha Escandon	Legal Counsel: Michael Walker

“Selection of the public member and alternate public member shall be subject to the affirmative vote of at least one of the members selected by each of the other appointing authorities. Whenever a vacancy occurs in the public member or alternate public member position, the commission shall cause a notice of vacancy to be posted as provided in Section 56158. A copy of this notice shall be sent to the clerk or secretary of the legislative body of each local agency within the county. Final appointment to fill the vacancy may not be made for at least 21 days after the posting of the notice.”

The notice of vacancy referenced in Government Code section 56158 must be posted on or near the doors of the Commission meeting room or upon the LAFCo’s official bulletin board which, in the case of the Ventura LAFCo, is located outside of the main entrance of the Government Center Hall of Administration.

It is recommended that the Commission take action to initiate a process to recruit and select a new alternate public member. For the recruitment process, it is recommended that the Commission direct staff to issue a press release, publish at least one newspaper display ad and post a vacancy notice on the LAFCo website in addition to posting the minimum notice required by law. It is further recommended that a 30-day time period be provided for interested candidates to submit a letter of interest and a resume to the LAFCo office. In light of the forthcoming holiday season, Staff also requests direction as to whether the Commission would prefer to initiate the recruitment immediately or postpone the process until early next year. As part of the candidate selection process it is recommended that the Commission appoint a three-member ad hoc selection committee consisting of one County, one city and one special district member. This committee would be responsible for reviewing all letters of interest and resumes received by the filing deadline, selecting candidates to interview, conducting interviews and making a recommendation to the Commission.



STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 12

TO: LAFCo Commissioners
FROM: Kim Uhlich, Executive Officer *KU*
SUBJECT: Sphere of Influence Reviews for the Oxnard Drainage District No. 1 and Oxnard Drainage District No. 2

RECOMMENDATION:

- A. Determine that no sphere of influence update or municipal service review is necessary for Oxnard Drainage District No. 1.
- B. Determine that no sphere of influence update or municipal service review is necessary for Oxnard Drainage District No. 2.

BACKGROUND:

Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Govt. Code §56000 et seq.), LAFCo must determine and adopt a sphere of influence for each city and special district on or before January 1, 2008. Every five years thereafter, LAFCo must, as necessary, review and/or update each sphere of influence (Govt. Code §56425(g)).

In June 2006 the Commission reviewed the sphere of influence for the Oxnard Drainage District No. 1 (ODD1) and Oxnard Drainage District No. 2 (ODD2). Minor changes were made to both the ODD1 and ODD2 spheres and approximately 136 acres was added to the ODD2 sphere based on recommendations contained in a Municipal Service Review (MSR) report completed in February 2005.

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Executive Officer: Kim Uhlich	Dep. Exec. Officer: Kai Luoma	Office Mgr/Clerk: Debbie Schubert	Office Assistant: Martha Escandon	Legal Counsel: Michael Walker

DISCUSSION:

Based on the sphere of influence review schedule included in the municipal service review work plan approved by the Commission in May 2008, sphere of influence reviews for ODD 1 and ODD2 are to be completed in 2011.

Both Oxnard Drainage District No. 1 and Oxnard Drainage District No. 2 were formed under the Drainage District Act of 1903. Oxnard Drainage District No. 1 was formed in 1918 and Oxnard Drainage District No. 2 was formed in 1926. Both are among the oldest special districts in Ventura County. Both Drainage Districts are single-purpose, independent, landowner-voter districts, with a three person governing board elected to four-year terms by the landowners within each district.

Both Drainage Districts were formed to install and operate sub-surface drains to lower the water table in the Oxnard Plain so the surface lands could be tilled for agricultural purposes. Bonds were originally sold to pay for installing the system of sub-surface drains in each District, and the bonds were fully paid years ago. Today the primary function of the Districts is to maintain the drainage systems.

Historically, both Drainage Districts have had a major positive impact on the viability of agriculture on the Oxnard Plain. As the City of Oxnard has grown, however, the area within both Drainage Districts has decreased. In fact, an Oxnard Drainage District No. 3 was formed in 1937, but the area within that District was mostly developed and the District was dissolved in 1984.

Earlier this year, LAFCo staff met with each District's respective legal counsel to determine whether any changes have occurred with respect to the existing service areas since the last sphere updates in 2006 and to determine whether changes to the Districts' probable future service areas might be necessary. In addition, LAFCo staff attended a meeting of the ODD1 governing board in August. Based on information provided by the Districts and a comprehensive review of the existing boundaries and spheres, no issues were identified. As such, LAFCo staff determined that the current spheres accurately reflect the current and anticipated service area for both Districts. It is therefore recommended that the Commission determine that no update to the sphere of influence for ODD1 and ODD2 is necessary. The effect of this recommendation is that the existing spheres of influence would remain the same.

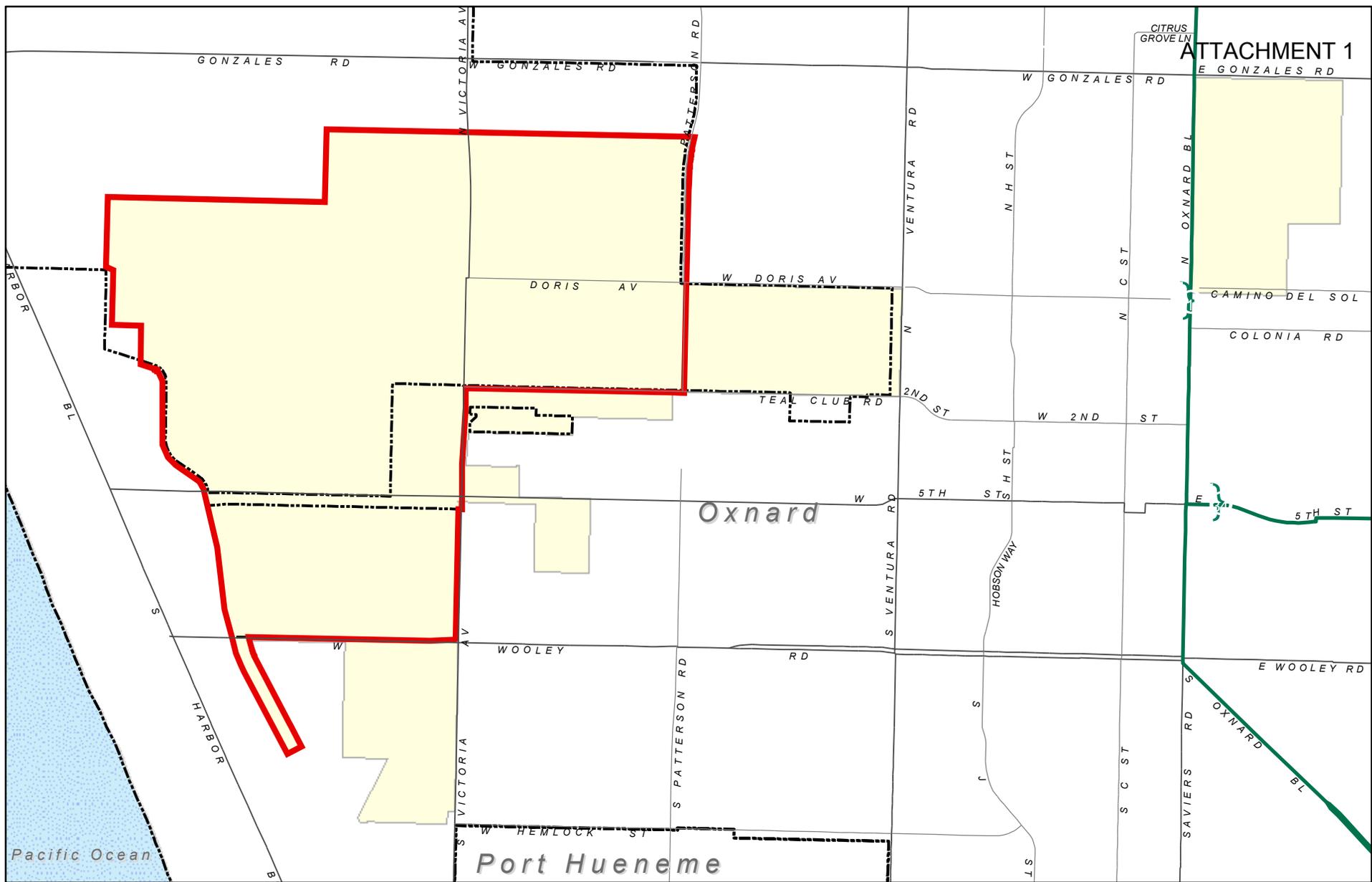
As the Commission is aware, the law requires that a MSR be completed prior to, or in conjunction with, any sphere of influence update (Govt. Code §56430(a)). In light of the recommended actions, there is no requirement for a MSR and thus staff is recommending that one not be prepared. While not mandated, however, the Commission does have the authority to conduct a MSR or other special study of any agency with a sphere of influence at any time. However, the recommendation is based on staff's determination that such work is not necessary at this time. LAFCo pays for the preparation of MSRs. To the extent that sphere of influence updates are not deemed necessary for the subject districts, at least at this time, there will be some cost savings and work efforts can be focused on other districts and the cities. Should circumstances change in the future, the Commission retains

the authority to determine that a sphere of influence update is necessary, thereby necessitating a MSR at that time. Plus, if the Commission accepts the recommendation, under the law, it must again review each District's sphere in five years.

Because there would be no changes, the review action by the Commission is not considered a project subject to CEQA.

Attachments:

- (1) Oxnard Drainage District No. 1 Sphere of Influence Map
- (2) Oxnard Drainage District No. 2 Sphere of Influence Map

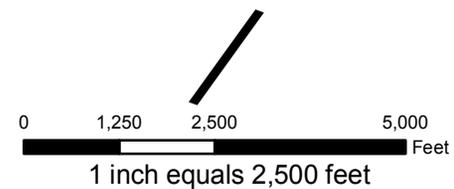


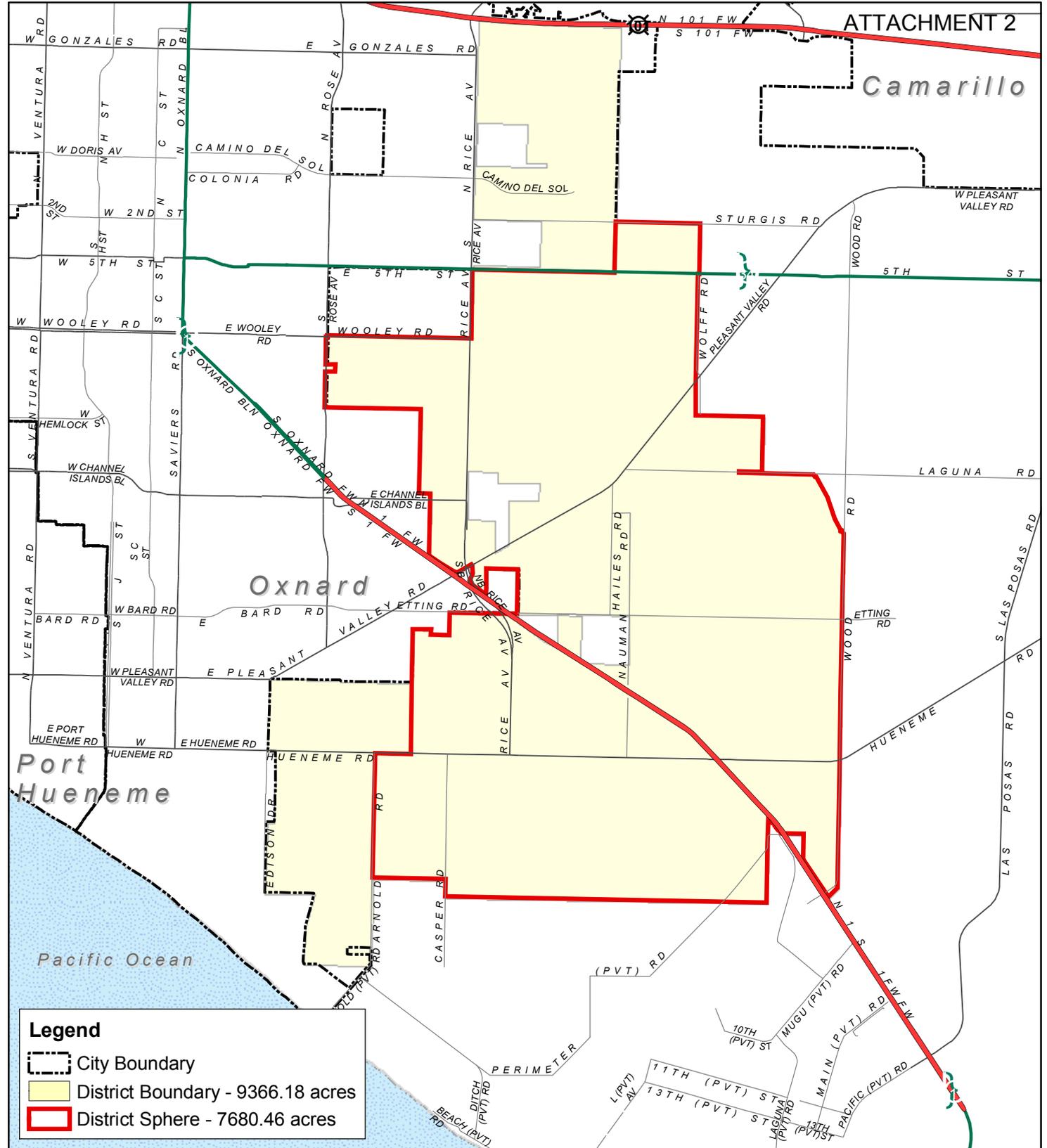
Legend

-  City Boundary
-  District Boundary - 2140.16 acres
-  District Sphere - 1509.86 acres

Oxnard Drainage District No. 1
Sphere of Influence

As Updated by Ventura LAFCO - June 21, 2006
 Prepared by County of Ventura - Information Systems Department - GIS Division
 State Plane Coordinate System California Zone V - NAD 27
 This map was compiled from records and computations





Legend

- City Boundary
- District Boundary - 9366.18 acres
- District Sphere - 7680.46 acres

Oxnard Drainage District No. 2

Sphere of Influence

As Updated by Ventura LAFCO - June 21, 2006

Prepared by County of Ventura - Information Systems Department - GIS Division

State Plane Coordinate System California Zone V - NAD 27

This map was compiled from records and computations

Published on : September 12, 2006



1 inch equals 5,000 feet

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STAFF REPORT

Meeting Date: October 19, 2011

Agenda Item 13

TO: LAFCO Commissioners

FROM: Kim Uhlich, Executive Officer 

SUBJECT: LAFCo 11-05 Ahmanson Ranch Community Services District - Dissolution

RECOMMENDATION:

Continue action to November 16, 2011.

DISCUSSION:

As the Commission is aware, staff is currently reviewing a request from the County of Ventura for dissolution of the Ahmanson Ranch Community Services District (ARCSD). In the process of reviewing the application, staff determined that the ARCSD is within the boundaries of the Calleguas Municipal Water District and the Triunfo Sanitation District. Depending whether there will be a need for future water or public sewer service within the ARCSD, detachment from one or both of the Districts may be appropriate should the dissolution be approved. If detachment is warranted, the most cost efficient means to do so would be to process it concurrently with the dissolution action. As this would require the consent of the property owner, the Santa Monica Mountains Conservancy, and the adoption of a resolution initiating detachment from an affected agency such as Calleguas or Triunfo, staff has initiated discussions with each agency. As these discussions have not been completed as of the writing of this report, staff is requesting that the Commission continue this item to November. Depending on the outcome of the consultations, either the current request for the dissolution or a revised request for a concurrent dissolution and detachment will be presented at that time.

Because the hearing for this item was publicly noticed over twenty-one days in advance as required by law, this matter must be on the October 19 agenda and formal action to continue the hearing is necessary.

COMMISSIONERS AND STAFF

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