ITEM 10.G.

MOORPARK CITY COUNCIL
AGENDA REPORT

TO: **Honorable City Council**

FROM: **Barry K. Hogan, Community Development Director**
Prepared By: Laura Stringer, Administrative Services Manager

DATE: **June 30, 2006 (CC Meeting of 08/16/06)**

SUBJECT: **Consider Report of Annual Development Agreement Review, Established in Connection with Canterbury Lane (Tract No. 5425), Located on the South Side of Los Angeles Avenue East of Fremont Street, on the Application of Shea Homes**

BACKGROUND

Government Code Section 65864 and City of Moorpark Municipal Code Section 15.40 provide for Development Agreements between the City and property owners in connection with proposed plans of development for specific properties. Development Agreements are designed to strengthen the planning process, to provide developers some certainty in the development process and to assure development in accordance with the terms and conditions of the agreement.

On April 20, 2005, the Moorpark City Council adopted Ordinance No. 313 (effective May 20, 2005), approving a Development Agreement between the City of Moorpark and Shea Homes, Limited Partnership (Shea). The agreement was approved in connection with the Tract No. 5425/RPD No. 2003-02, a 102 unit single-family residential development, located south of Los Angeles Avenue, east of Fremont Street. The agreement remains in full force and effect for twenty (20) years from the operative date of the agreement (until May 20, 2025), or until the close of escrow on the initial sale of the last Affordable Housing Unit, whichever occurs last.

Provisions of the agreement require an annual review and report to the City Council on the status of completion of all aspects of the agreement. This is the first annual review of the Development Agreement with Shea. Shea has submitted the necessary application form, related materials, and fee/deposit for the 2006 annual review. The Community Development Director has reviewed the submitted information and the project status and provides the following report.

DISCUSSION

Current Project Status

- Although improvement plans have been submitted for plan review, this project is on hold pending the outcome of Flood Insurance Rate Map (FIRM) boundaries for areas within the 100-year flood plain.
- The adjacent project (Tract 5133) which is also being developed by Shea is being suspended after completion of 26 units. A project suspension agreement has been prepared to clarify the terms of the suspension.

Developer Compliance with Terms of Agreement

The developer's responsibilities are included in Section 6 of the Development Agreement and include twenty (20) specific requirements, as summarized below. Compliance with the terms and conditions of the Development Agreement will occur at various stages of the development process. Action by the developer and other clarifying information has been noted.

NO.	REQUIREMENT	STATUS
1.	Developer shall comply with this Agreement, Project Approvals, all Subsequent Approvals the MMRP of the MND and any subsequent or supplemental environmental actions.	Developer is in compliance with all requirements at this time.
2.	All lands and interests in land shall be dedicated free and clear of liens and encumbrances.	To be granted at Final Map approval.
3.	Payment of "Development Fees" of Eight Thousand Eight Hundred Ninety-Five Dollars ($8,895.00) per residential unit and Forty Thousand Twenty-Eight Dollars ($40,028.00) per gross acre of institutional land.	These fees will be adjusted annually (until paid) using the Consumer Price Index (CPI) in accordance with the agreement. Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.
4.	Payment of "Citywide Traffic Fees" of Five Thousand Seventy-Five Dollars ($5,075.00) per residential unit, and Twenty-Two Thousand, Eight Hundred Thirty-Eight Dollars ($22,838.00) per acre of institutional land.	These fees will be adjusted annually (until paid) using the State Highway Bid Price Index in accordance with the agreement. Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.
5.	Payment of "Community Service Fees" of Two Thousand, Two Hundred Thirty-Three Dollars ($2,233.00) per residential unit, and Seven Thousand Seventy Dollars ($7,070.00) per gross acre of institutional land.	These fees will be adjusted annually (until paid) using the Consumer Price Index (CPI) in accordance with the agreement. Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.

NO.	REQUIREMENT	STATUS
6.	Payment of all outstanding processing costs.	This is an ongoing requirement. At this time the developer is current with all processing costs, including submittal of Annual Review Application and deposit for Development Agreement - Annual Review.
7.	Payment of a fee in lieu of park dedication "Park Fee" of Eight Thousand Two Hundred Forty Dollars ($8,240.00) for each residential dwelling unit and Fifty Cents ($.50) per square foot of each building used for institutional purposes.	These fees will be adjusted annually (until paid) using the Consumer Price Index (CPI) in accordance with the agreement. Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.
8.	Prior to Final Map recordation, confirmation from Ventura County Waterworks District No. 1 that sufficient recycled water is available to serve public and community owned landscape areas. Design and construction of facilities required to deliver the reclaimed water to the project, and payment of any connection/meter fees required by the District.	If determined necessary, these improvements will be included in the Water Works District No. 1 improvement plan package and will be bonded for prior to recordation of the Final Map. At the present time, no connection points exist within the vicinity of the project.
9.	Provide nine (9) three (3) bedroom and two bath single family attached units with a minimum of 1,600 square feet to be sold to buyers who meet the criteria for low income (80 percent or less of median income). Provide six (6) three (3) bedroom and two (2) bath single family attached units with a minimum of 1,600 square feet to be sold to buyers who meet the criteria for very low income (50 percent or less of median income). Provide five (5) three (3) bedroom and two (2) bath single family attached units with a minimum of 1,600 square feet to be sold to buyers who meet the criteria for moderate income (120 percent or less of median income). The units shall include amenities as specified in the agreement.	Requirements to be included in Purchase and Sale Agreement in accordance with Attachment "C" of the Development Agreement.
	Prior to recordation of the first final Tract Map for this Project, execute a Purchase and Sale Agreement which further sets forth the Developer's obligations of this subsection and City's obligations per subsection 7.7	Purchase and Sale Agreement to be in accordance with Attachment "C" of the Development Agreement.
	Deposit $120.00 for each dollar or portion thereof of the monthly HOA fees that are in excess of $100.00 into a City administered trust to assist with future HOA fees for each affected affordable unit.	No deposit has been submitted to date.
	Comply with purchase price requirements per the agreement.	To date the developer has complied.
	Pay closing costs not to exceed six-thousand dollars $6,000	To date, no closing costs have been collected.

NO.	REQUIREMENT	STATUS
10.	Pay Air Quality Fee in the amount of One Thousand, Six Hundred, Thirty-Six Dollars ($1,636.00) per residential unit per residential unit, and for institutional uses at a rate calculated by the Community Development Department.	These fees will be adjusted annually (until paid) using the Consumer Price Index (CPI) in accordance with the agreement. Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.
11.	Waiver of any density bonus rights that would increase the number of dwelling units approved to be constructed on the property.	Applicant has not requested density bonus units.
12.	Agreement to cast affirmative ballots for formation of one or more assessment districts for maintenance of parkway and median landscaping and street lighting, including but not limited to all water and electricity costs. Agreement to form property owner's association(s) to provide landscape, street lighting and park (if necessary) open space land, trails drainage facilities maintenance and compliance with NPDES requirements.	To date no assessment district has been required.
13.	Payment of all City capital improvement and processing fees.	Developer is in compliance with all requirements at this time. Fund review ongoing.
14.	Payment of Los Angeles Avenue Area of Contribution (AOC) Fee.	Fees must be paid prior to issuance of Zoning Clearance for Building Permit. No Building Permits have been issued.
15.	Provide for a 50-year life, as determined by the City Engineer, for all public street improvements.	To be part of the Street Improvement Plans to be reviewed and approved by the City Engineer.
16.	Agreement to pay any fees and payments pursuant to this Agreement without reservation.	Developer is in compliance with all requirements at this time.
17.	Agreement to comply with requirements for annual review of the Agreement including evaluation of Mitigation Monitoring Program.	To date, the applicant has complied with review requests and Mitigation Monitoring Program requirements.
18.	Provide deposits for the proceedings and related services for possible formation of a District as referenced in subsection 7.6	To date no assessment district has been required.
19.	Agreement that any property to be acquired by eminent domain shall be at City's discretion and after compliance with all legal requirements.	No request for property to be acquired by eminent domain has been submitted to date.
20.	In the event referenced Indices are discontinued or revised, successor indices shall be used.	To date, referenced indices remain effective

All requirements of the Development Agreement will be considered in the City's review and approval process for all aspects of the development; including but not limited to, subsequent entitlement requests, public and private improvements, Final Maps, and building permits.

City Compliance with Terms of Agreement

The City's responsibilities are included in Section 7 of the agreement and include eight (8) specific provisions, as summarized below.

#	REQUIREMENT	STATUS
1.	Agreement to commit reasonable time and resources on expedited and parallel processing of application for subsequent applications.	To date, City has complied with any such requests.
2.	If requested, at the developer's cost, proceed to acquire easements or fee title to land in order to allow construction of required public improvements.	To date, no such request has been received.
3.	Authorization for the City Manager to sign an early grading permit.	No early grading permit has been requested to date.
4.	Agreement to process concurrently, whenever possible, all land use entitlements for the same property (so long as deemed complete).	To date, City has complied.
5.	Agreement that Park Fee required per section 6.7 meets obligation for park land dedication provisions of state law and local codes.	To date, City has complied.
6.	Agreement to commence proceedings for Community Facilities District formation and incur bonded indebtedness.	To date no assessment district has been required.
7.	Agreement to appoint affordable housing staff person to oversee the implementation of affordable housing requirements.	The Senior Management Analyst in the Assistant City Manager's Office oversees affordable housing requirements.
8.	Agreement to facilitate reimbursement to developer of any costs incurred that may be subject to partial reimbursement from other developers.	To date, no such request has been received.

Evaluation of Good Faith Compliance

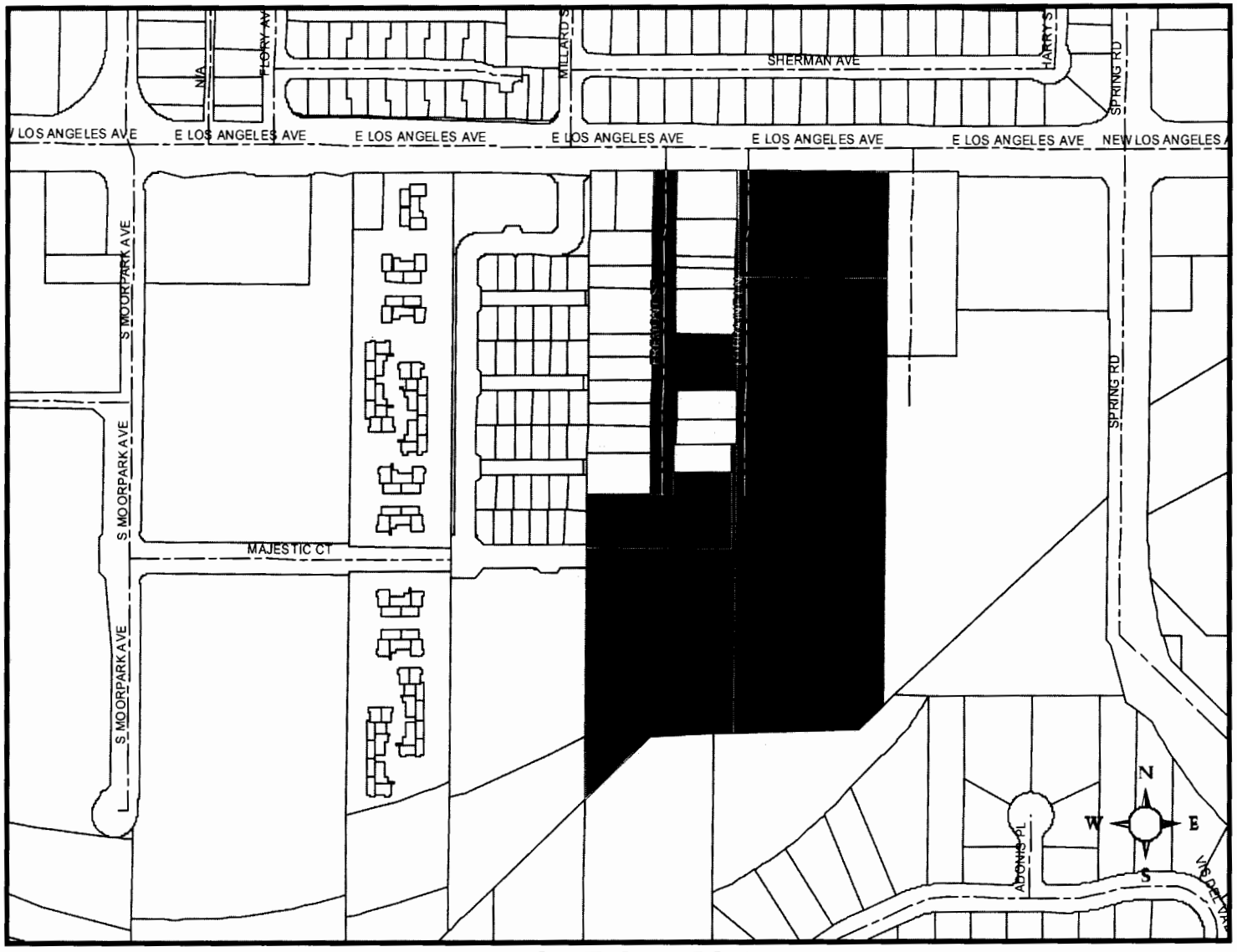
Based on a review of the Development Agreement Annual Review Application and the status of the project, the Community Development Director has determined, on the basis of substantial evidence that Shea Homes has, to date, complied in good faith with the terms and conditions of the agreement.

STAFF RECOMMENDATION

1. Accept the Community Development Director's Report and recommendation, on the basis of substantial evidence, that Shea Homes, Limited Partnership has complied in good faith with the terms and conditions of the agreement.
2. Deem the annual review process complete.

ATTACHMENTS:

1. Location Map
2. Site Map
3. Narrative prepared by Shea Homes



NORTH

LOCATION MAP

CC ATTACHMENT 1

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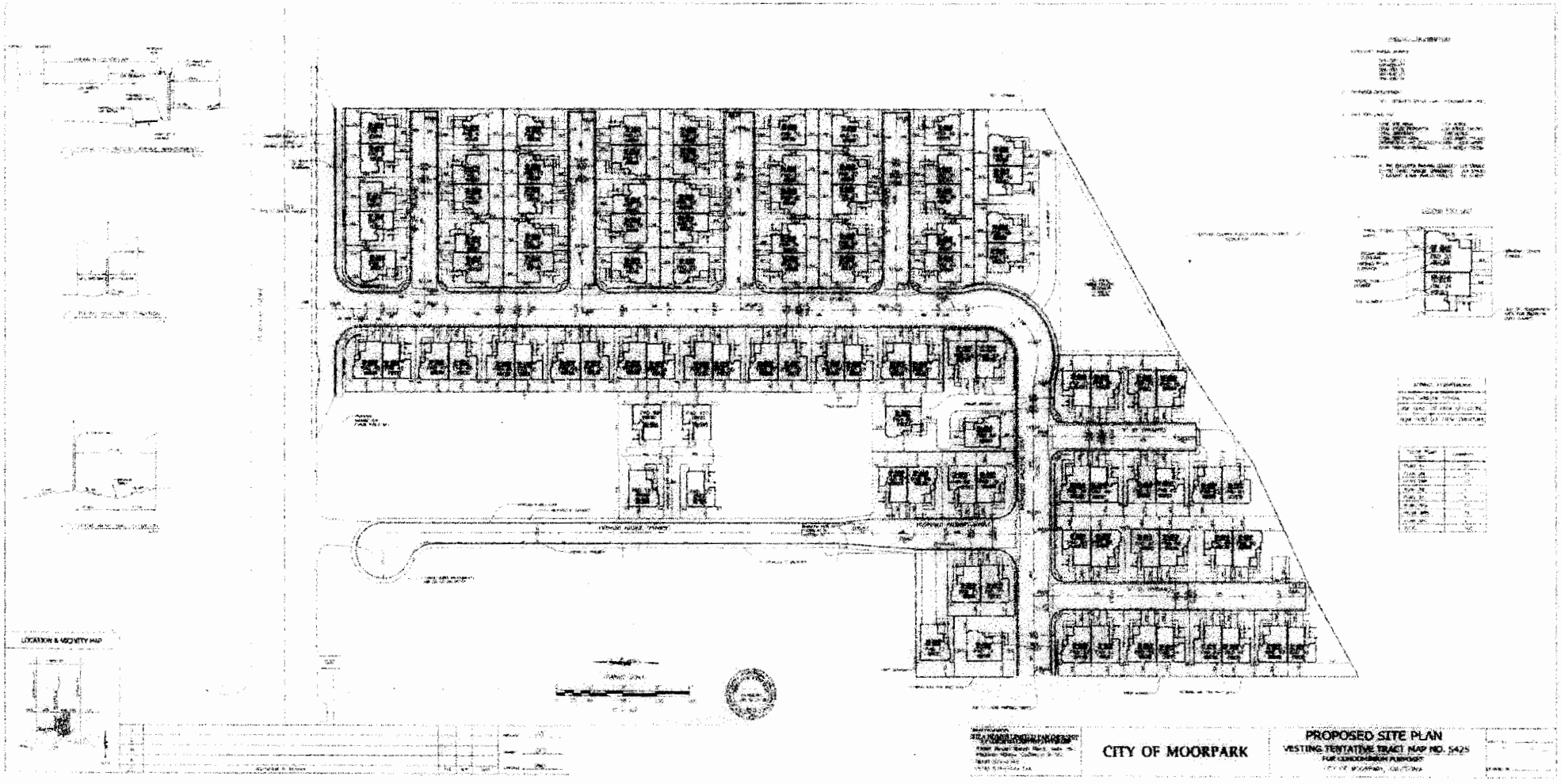

CC ATTACHMENT 2

Development Agreement Annual Review - 2006
Canterbury II – TTM 5425

In 2006 Shea Homes has proceeded with processing through the City the Improvement Plans for TTM 5425 in preparation for a Final Map. The plans have been through the 3rd plan check submittal, and most of the outstanding items have been addressed. The key outstanding item to be completed includes the CLOMAR. The CLOMAR is on hold until we receive the FEMA resolution of the City appeal of the new proposed FIRM. Our consultants have forecasted that the FIRM should be finalized by Sept/Oct 2006, at which time we will resume our processing of the CLOMAR and Final Map.

CC ATTACHMENT 3