

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

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

DATE: October 20, 2006 (CC Meeting of 11/01/06)

SUBJECT: Consider Annual Review of Development Agreement Established in Connection with Residential Planned Development Permit No. 2001-02, a 190-unit Senior Apartment Project Located at the Terminus of Park Lane, South of Park Crest Lane and North of the Arroyo Simi (Vintage Crest Senior Apartments, L.P./USA Properties)

BACKGROUND

Government Code Section 65864 and Section 15.40.150 of the Municipal Code provide for Development Agreements between the City and property owners in connection with proposed plans for development of 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. The Municipal Code also requires the Developer to file an application with the Community Development Director requesting the annual review of the Agreement.

On September 18, 2002, the Moorpark City Council adopted Ordinance No. 285 (effective October 18, 2002), approving a Development Agreement with Vintage Crest Senior Apartments, L.P. (USA Properties). The Agreement was approved in connection with Residential Planned Development No. 2001-02, a 190-unit, one-hundred percent (100%) affordable senior apartment project, located generally north of the Arroyo Simi at the intersection of Park Lane and Park Crest Lane. The terms of the Agreement require that the Agreement remain in full force and effect for five (5) years from the operative date of the Agreement (until October 18, 2007) or until one (1) year after the occupancy of the one-hundred-ninetieth (190th) apartment unit, whichever occurs later. The last review of the Development Agreement was completed September 21, 2005.

DISCUSSION

Project Status

- All units are available for rental. The project continues to have a high rate of occupancy, with a vacancy rate of approximately 1%.

Developer Compliance with Terms of Agreement

The Developer's responsibilities are included in Section 6 of the agreement and include seventeen (17) specific provisions, as summarized below.

#	REQUIREMENT	STATUS
1.	Compliance with Development Agreement, Project Approvals and Subsequent approvals.	To date, developer is in compliance with this aspect of the agreement.
2.	Dedicated lands to be free and clear of liens and encumbrances.	Required off-site properties were acquired and improvements completed.
3.	Community Services Fee at \$2,700.00 per unit.	Paid for 190 units (\$513,000.00) on April 11, 2003.
4.	Park Fee at \$2,000.00 per unit.	Paid for 190 units (\$380,000.00) on April 11, 2003.
5.	Development Fee at \$2,750.00 per unit.	Paid for 190 units (\$522,500.00) on April 11, 2003.
6.	Citywide Traffic Fee at \$800.00 per unit.	Paid for 190 units (\$152,000.00) on April 11, 2003.
7.	Payment of all outstanding city processing and environmental processing costs.	A developer fund analysis has been completed and payment of \$12,285.10 will be received in late October to bring the account current. The \$2,400.00 deposit for Development Agreement - Annual Review has been paid.
8.	Waiver of rights to any density bonus beyond 190 units approved for this project	No additional density bonus has been requested or granted.
9.	Agreement to cast affirmative vote for the formation of an assessment district with the power to levy assessments for the maintenance of parkway landscaping, street lighting or parks conferring special benefits.	To date, the developer has complied with this aspect of the agreement.
10.	Guarantee affordability of 100% of the units: Forty-eight (48) very low income (50% or less of Ventura County median income), with a minimum of twelve (12) of the two-bedroom units occupied by very-low income tenants for the life of the project. One-hundred-forty-two (142) low income (60% or less of Ventura County median income).	All affordability agreements have been approved and executed.
11.	Agreement to pay all City capital improvement, development and processing fees and agreement not to protest fees.	All capital improvement fees have been paid to date. Payment of \$12,285.10 will be received in late October to bring the developer fund account current.

#	REQUIREMENT	STATUS
12.	Construct Park Lane consistent with Ventura County Standard Plate B-3-C and ADA Requirements. Reconstruct broken sidewalk, curb and gutter from the project to Los Angeles Avenue.	Park Lane improvements have been completed.
13.	Agreement to pay monthly access fee of 5% of gross revenue generated, should cable television services be provided outside the City Cable Franchise, and that the City's government channel be available to all units.	The Developer has provided cable television services through the City Cable Franchise, and the City's government channel is available to all units.
14.	Agreement that any fees and payments be made without reservation and waives to right to payment under protest.	To date, the developer has complied with this aspect of the agreement.
15.	Agreement to pay applicable Los Angeles Avenue AOC Fees minus \$1,052.00 if building permits not issued by December 31, 2004	The AOC fees have been paid, and all Building Permits were issued prior to December 31, 2004.
16.	Agreement for "Payment in Lieu of Taxes" (PILOT) including payment schedule.	A PILOT Agreement was executed on May 19, 2004, and the 2004, 2005 and 2006 payments have been made.
17.	Annual Review and Mitigation Monitoring Program	The developer has submitted the application and deposit for annual review and is, to date, in compliance with the Mitigation Monitoring Program.

City Compliance with Terms of Agreement

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

#	REQUIREMENT	STATUS
1.	Expedite (to the extent possible) the processing of plan checking; excavation, grading, building, encroachment and street improvement permits; certificate of occupancy, utility connection authorizations, etc.	Construction is complete.
2.	Agreement that the Los Angeles Avenue Area of Contribution (AOC) Fee for the project shall be in the amount of \$200,000.00, so long as, building permits are issued prior to December 31, 2004.	Area of Contribution (AOC) Fee (\$200,000.00) was paid April 11, 2003. All building permits have been issued.
3.	Agreement that the Traffic System Management Fee (TSM) for the project shall be in the amount of \$200.00 per unit.	Paid for 190 units (\$38,000.00) on April 11, 2003. All Building Permits have been issued.
4.	Agreement to allow certain modifications to the City Zoning Code and development standards, including parking ratios, density, and reduction in certain fees so long as building permits are issued prior to December 31, 2004.	The City is in compliance with this aspect of the agreement.
5.	Agreement that Citywide Traffic Fee shall be \$800.00 per unit so long as building permits are issued prior to December 31, 2004.	Citywide Traffic Fee of (\$152,000.00) was paid April 11, 2003. All building permits have been issued.
6.	Agreement to payment of \$4,000 toward impacted intersections, in lieu of a Traffic Study.	Paid on April 11, 2003.

#	REQUIREMENT	STATUS
7.	Agreement that certain fees are not applicable for repair or rebuild due to fire, earthquake or other casualty.	The City is in compliance with this aspect of the agreement.

Evaluation of Good Faith Compliance

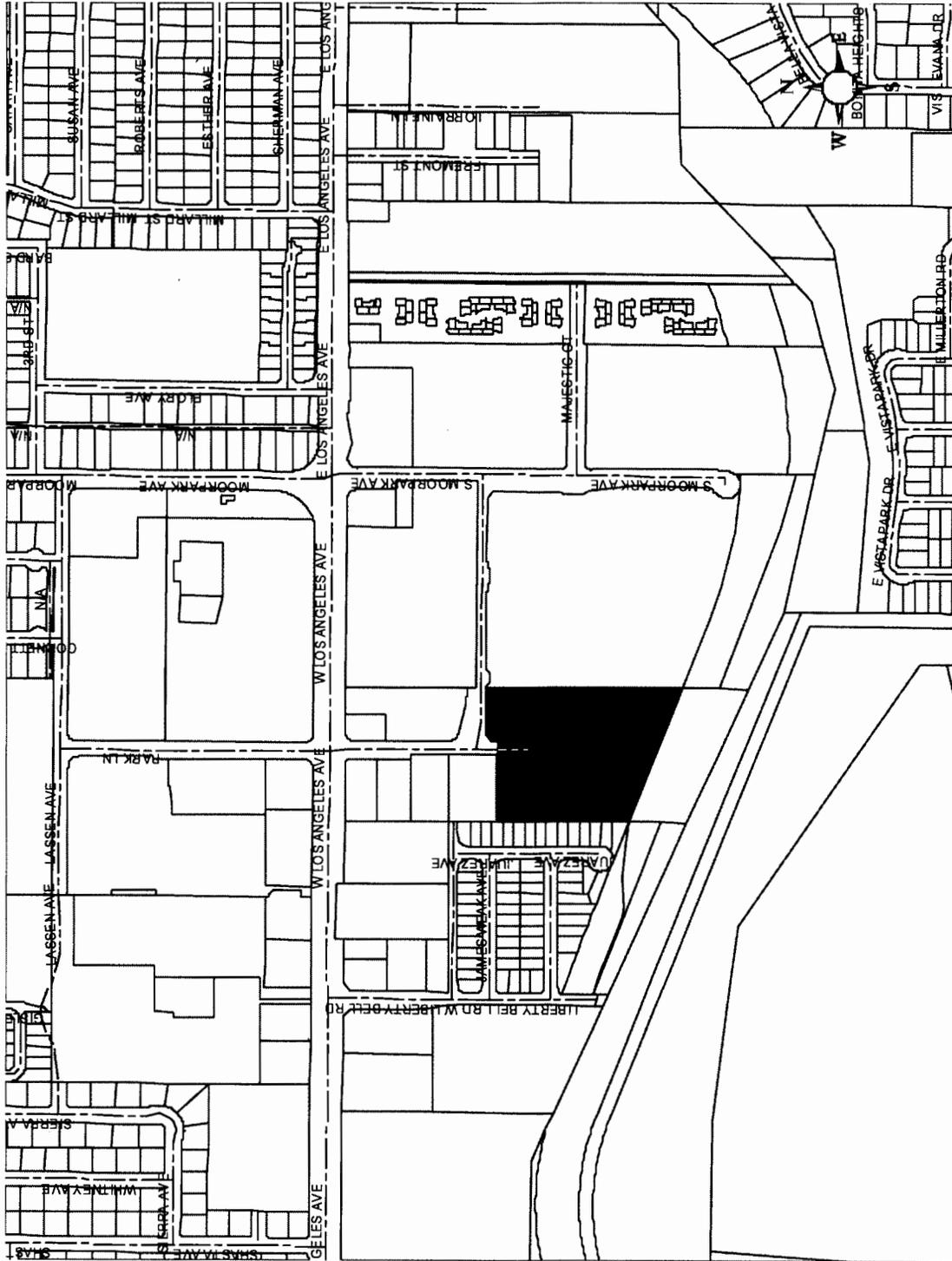
Based on a review of the Development Agreement Annual Review Application and the status of the project, the Community Development Director has determined, on the basis of substantial evidence, that Vintage Crest Senior Apartments, L.P./USA Properties has, to date, complied in good faith with the terms and conditions of the Agreement. Staff has also determined that the developer has fully complied with all requirements of the Development Agreement and recommends that, upon submittal of a \$2,000 deposit for project closeout, this be the final annual review to be presented to City Council.

STAFF RECOMMENDATION

1. Accept the Community Development Director's Report and recommendation that, on the basis of substantial evidence, Vintage Crest Senior Apartments, L.P./USA Properties has complied in good faith with the terms and conditions of the Agreement.
2. Deem this report the final annual review, subject to receipt of a \$2,000 project closeout deposit.

Attachments:

1. Location Map
2. Site Plan
3. Narrative



**LOCATION MAP
CC ATTACHMENT 1**



030000



SITE ATTACHMENT 2



Narrative Pertinent to the Development Agreement

- 1. The completion of any aspect of the agreement during the twelve (12) month prior to the anniversary date.**

We believe we have completed all aspects of the agreement.

- 2. The progress made towards completion of all other aspects of the agreement during the twelve (12) month prior to the anniversary date.**

The agreement is complete.

- 3. An explanation with supporting information, of aspects of the agreement where good faith compliance has not been achieved during the twelve (12) months prior to the anniversary date, and proposal for corrective action to achieve such compliance.**

None is needed.