

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David A. Bobardt, Planning Director
Prepared By: Joseph Fiss, Principal Planner

DATE: April 27, 2009 (CC Meeting of 5/20/2009)

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 2008 annual review. The Planning Director has reviewed the submitted information and the project status and provides the following report.

DISCUSSION

Current Project Status

- Improvement plans had been submitted for plan review, however, the project was on hold pending the outcome of Flood Insurance Rate Map (FIRM) boundaries for areas within the 100-year flood plain.
- Development of the adjacent project (Tract 5133) which is also being developed by Shea was suspended after completion of 26 units, due to the pending FIRM boundaries.
- The FIRM boundaries have been resolved, and Shea has renewed development of Tract 5133, with the construction of twenty-four (24) new units.

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.	<p>Provide nine (9) 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 low income (80 percent or less of median income).</p> <p>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).</p> <p>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).</p> <p>The units shall include amenities as specified in the Agreement.</p> <p>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</p> <p>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.</p> <p>Comply with purchase price requirements per the Agreement.</p> <p>Pay closing costs not to exceed six-thousand dollars \$6,000.</p>	<p>Requirements to be included in Purchase and Sale Agreement in accordance with Attachment "C" of the Development Agreement.</p> <p>Purchase and Sale Agreement to be in accordance with Attachment "C" of the Development Agreement.</p> <p>No deposit has been submitted to date.</p> <p>To date the developer has complied.</p> <p>To date, no closing costs have been collected.</p>

NO.	REQUIREMENT	STATUS
10.	Pay Air Quality Fee in the amount of One Thousand, Six Hundred, and Thirty-Six Dollars (\$1,636.00) 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.

NO.	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 Redevelopment Manager 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

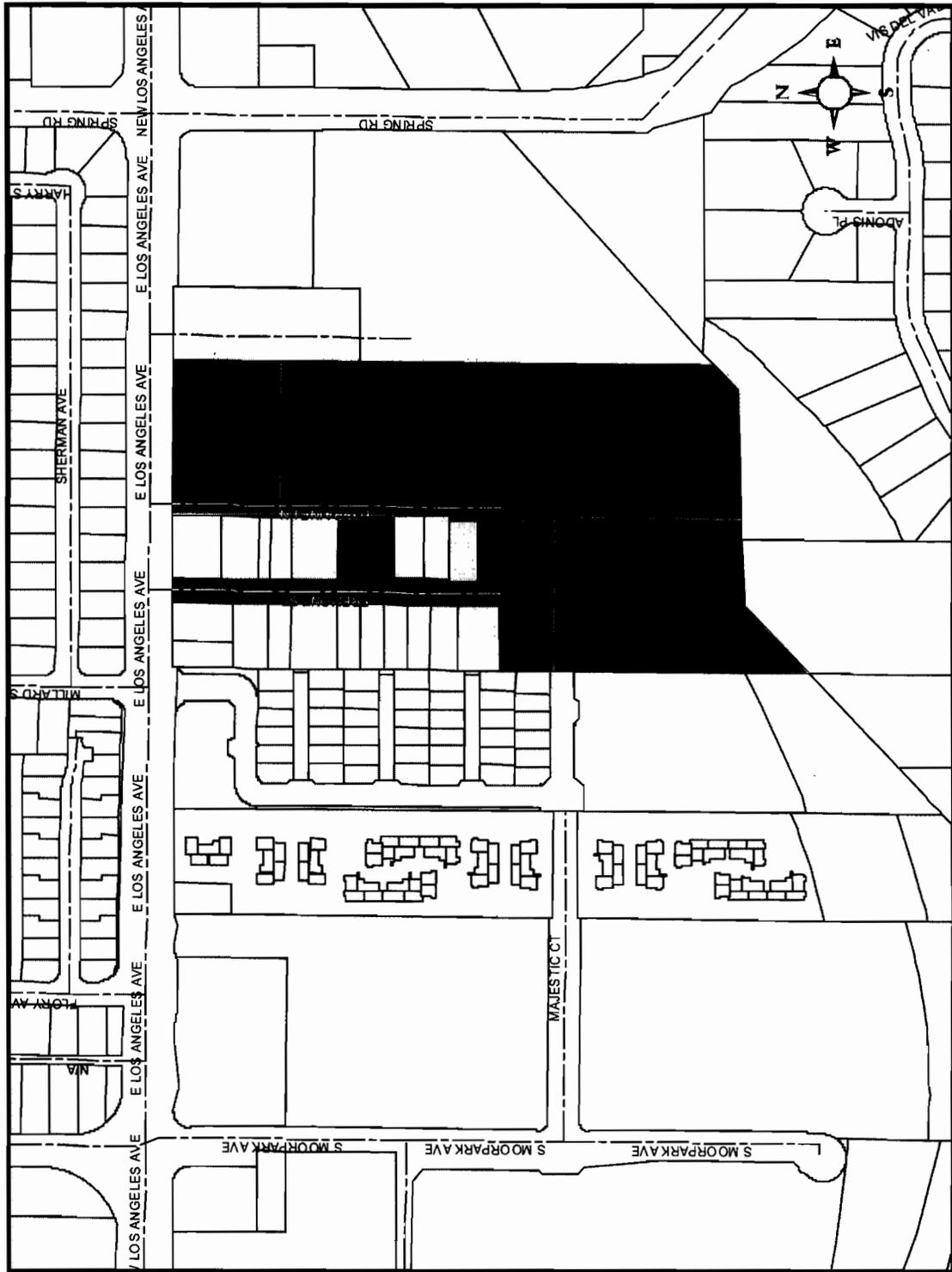
Based on a review of the Development Agreement Annual Review Application and the status of the project, the Planning Director has determined, on the basis of substantial evidence that Shea Homes has, to date, complied in good faith with the terms and conditions of the Agreement.

STAFF RECOMMENDATION

1. Accept the Planning 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:

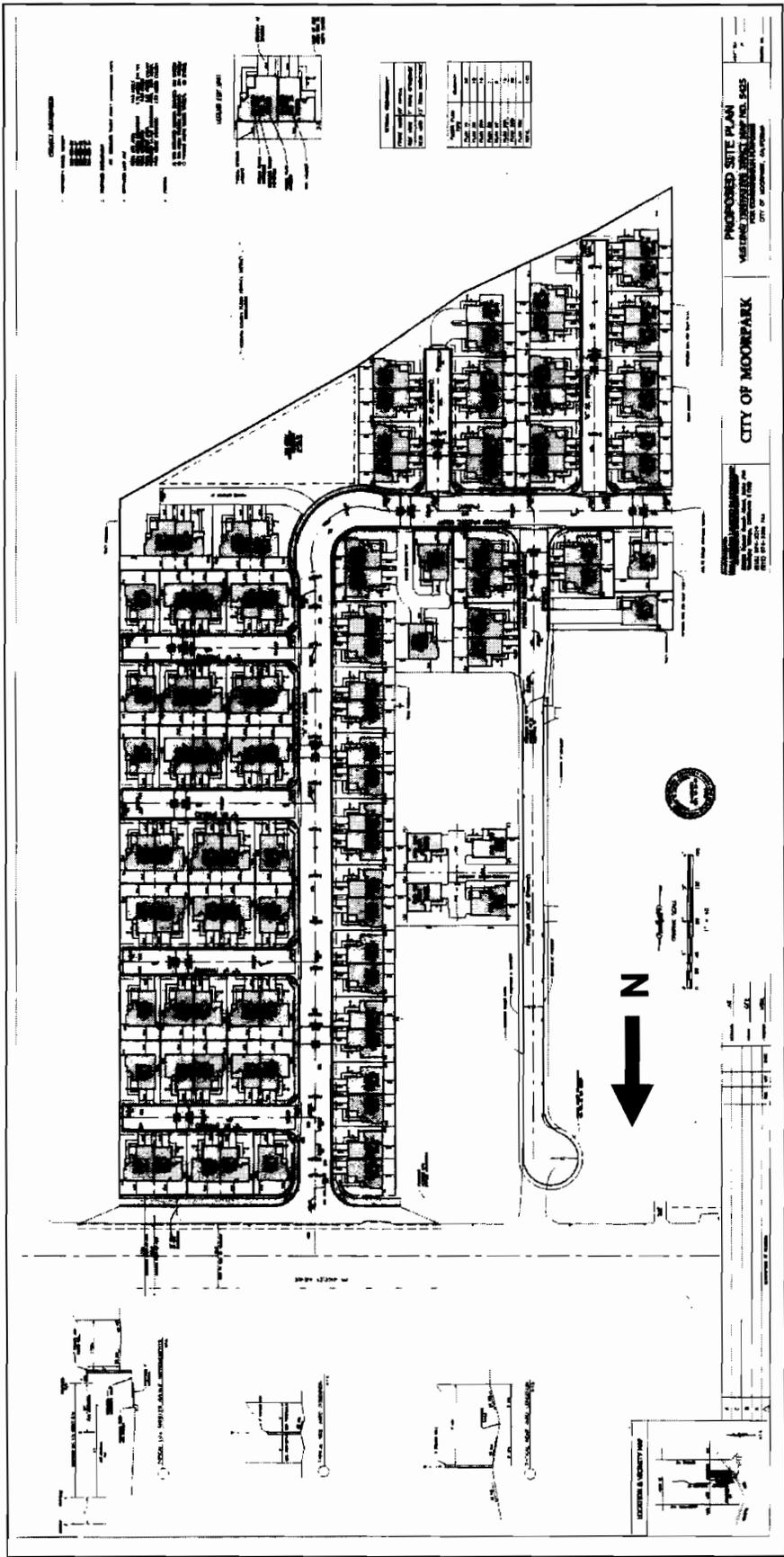
1. Location Map
2. Site Map
3. Narrative prepared by Shea Homes



LOCATION MAP

CC ATTACHMENT 1

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NORTH



CC ATTACHMENT 2



April 16, 2009

Mr. Joseph Fiss
Community Development
City of Moorpark
799 Moorpark Avenue, Moorpark, CA 93021

Subject: Annual Review of Tract 5425 Development Agreement

Dear Mr. Fiss,

As part of the annual review and per the requirements of the Development Agreement entered into on May 23, 2005 between Shea Homes and the City of Moorpark, this letter serves as a narrative summary on how Shea Homes complied with the agreement during the last year.

Shea Homes and RBF have been working together to come up with solutions to the Improvement Plans that were initially submitted to the City of Moorpark in 2006 but placed on hold following the FEMA Flood Insurance Study. RBF has been studying the size of the bypass storm drain necessary to route breakout flows through the site as well as determining the new pad elevations. The preliminary calculations call for a large storm drain that requires raises the street profile and in the turn, the pad elevations. If the Storm Drain plan is accepted, the Improvement Plans will need to be reworked. The Grading Plan has already been revised and our understanding is the only thing holding up approval is a sewer study that needs to be done. To assist in reaching our new pad elevation, we continue to import dirt under a stockpile permit. Shea Homes and RBF have also been meeting with the City, SCF and County of Ventura Watershed Protection District to discuss solutions to Parcel X.

Even though we continue to work through some of the engineering, Shea Homes does not anticipate processing TTM 5425 to Final Map this year. Our plan, as of today, is to delay the Final Map and commencement of grading and improvements until market conditions improve. In response to the market, we are also studying the overall site plan to see if it makes sense to go with a higher density product. If you have any questions, please do not hesitate to contact me at (951) 739-9718.

Sincerely,

Brooke Thomas
Community Development Manager
Shea Homes Southern California

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