

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Freddy A. Carrillo, Associate Planner II

**DATE:** 09/01/2021 Regular Meeting

**SUBJECT:** Consider Resolution Modifying a Previously-Approved Residential Development at 635 Los Angeles Avenue to Reduce the Number of Units from 69 to 63 with Related Site Changes and a Condition of Approval Requiring All Utilities to be Placed Underground, and Ordinance Amending the Terms of the Development Agreement, and Making a Determination Pursuant to the California Environmental Quality Act (CEQA) that a Previously-Adopted Negative Declaration is Applicable to the Project, on the Application of Menashe Kozar for Summer Land Partners Group, Inc. (on behalf of Sky Line 66, LLC)

**PROJECT DESCRIPTION AND BACKGROUND**

On November 13, 2020, Menashe “Manny” Kozar (“Applicant”), for Summer Land Partners Group, Inc. (on behalf of Sky Line 66, LLC), filed an application to modify a previously-approved residential development Project at 635 Los Angeles Avenue (Attachment 1 and Attachment 2). The Applicant has requested the following modifications to the approved Project:

- Reduce the number of units from 69 to 63 with related site changes, including the reduction of guest parking spaces;
- Remove a condition of approval that requires all utilities under 67Kv to be placed underground; and
- Modify the terms of a development agreement between the City of Moorpark (“City”) and Sky Line 66, LLC (“Sky Line”) related to the changes listed above.

The Moorpark Municipal Code allows for a Permit Modification for any proposed change to a discretionary permit that 1) exceeds the criteria of a permit adjustment but is not extensive enough to be considered a substantial or fundamental change in the approved entitlement or use relative to the permit; and 2) would not have a substantial adverse

impact on surrounding properties and would not change any findings contained in the environmental documentation prepared for the permit. The decision on the permit modification shall be by the decision-making body that approved the original permit, in this case the City Council.

A Development Agreement may be amended or terminated by mutual consent of the parties to the agreement, as outlined in Chapter 15.40 (Development Agreements) of the Moorpark Municipal Code. Pursuant to this Chapter, amendments to the Development Agreement shall be by ordinance of the City Council.

### Approved Project

On February 19, 2020, the City Council approved and adopted the following entitlements for the development of the Project, known as “Green Island Villas”:

- Resolution No. 2020-3887 adopting a Negative Declaration (ND) and approving General Plan Amendment (GPA) No. 2014-01, to change the land use designation of the subject property from General Commercial (C-2) to Very High Density Residential (VH) (Attachment 3); and
- Ordinance No. 481 approving Zone Change (ZC) No. 2014-01 to amend the zoning of the subject property from Commercial Office (C-O) to Residential Planned Development (RPD). The Ordinance was approved with a second reading on March 4, 2020, and took effect 30 days later, on April 3, 2020; and
- Ordinance No. 482 approving Development Agreement (DA) No. 2014-03 to ensure the orderly development of the Project subject to the terms and conditions negotiated between the City and property owner (Attachment 4). Pursuant to Section 19 (Term) of the DA, the Agreement remains in full force and effect for a term of 20 years commencing on the operative date (expiring on April 3, 2041), or until one year after the issuance of the final building permit of occupancy of the last building of the Project, whichever occurs last, unless said term is amended or the Agreement is sooner terminated. The Ordinance was approved with a second reading on March 4, 2020, and took effect thirty days later, on April 3, 2020. The Agreement was executed and recorded on March 18, 2020; and
- Resolution No. 2020-3888 approving Residential Planned Development Permit No. 2014-02 and Vesting Tentative Tract Map (VTTM) No. 5869 for a 69-unit multi-family residential condominium development, a 1,916 square-foot recreation center that includes a fitness center, recreation room, storage room and restrooms, an outdoor swimming pool, dog park, playground, and associated site improvements (Attachment 5).

A copy of the original [Staff Report](#) (without attachments) is included for your reference (Attachment 6). The Project’s 69 units are provided within 17 two-story buildings, with a total of 18 two-bedroom units and 51 three-bedroom units. The following table describes the approved residential development:

Number of Units	Bedroom Size	Garage Spaces per Unit	Total Number of Guest Parking Spaces	Approximate Gross Area per Unit	Total Building Area
18 Units	2 Bedrooms, plus 2 ½ Bathrooms	2 Spaces	35 Spaces	1,813 sq. ft.	32,634 sq. ft.
51 Units	3 Bedrooms, plus 2 ½ Bathrooms	2 Spaces		2,033 sq. ft.	103,683 sq. ft.

The architectural style of the homes and recreation building is Spanish Mission. The residential buildings feature earth-toned colors on smooth plaster finish with clay tile roof. Each unit features a 54 square-foot recessed second-story balcony with a decorative metal guardrail at the rear of the building. Details also include an open lattice wood trellis above each entryway and a second-story bay window above the overhead sectional garage door.

The single-story recreation building features a smooth plaster finish with clay tile roof. Picture windows would be located on all four sides of the building. The main entrance to the building is located at the south elevation, which faces the primary entrance to the Project site and features prominently along Los Angeles Avenue.

The project driveway from Los Angeles Avenue will remain unsignalized and will accommodate right-turn-only ingress and egress, which eliminates the potential for eastbound related left-turn conflicts on Los Angeles Avenue. A secondary access (via-easement) driveway from the Mission Bell Plaza shopping center parking lot will be located directly east of the Project. Residents wanting to travel eastbound along Los Angeles could exit the Project site via the secondary access through Mission Bell Plaza and through the signalized intersection at Leta Yancy Road and Los Angeles Avenue (Exhibit 1).



Exhibit 1: Rendering of the approved Green Island Villas

Condition of Approval No. 9 of Resolution No. 2020-3888 required the Applicant to increase the size of individual two-car garages to provide the minimum interior dimensions required by the Municipal Code. Shortly after the approval, the Applicant revised the plans and found that six units would need to be removed in order to provide correctly-sized garages within the Project. This topic is discussed further in the Analysis Section below.

## Project Setting

### Existing Conditions

The property is currently vacant and located on the north side of California State Route 118 (Los Angeles Avenue), between Shasta Avenue and Leta Yancy Road. The following table summarizes the existing General Plan, zoning, and existing land uses on the subject property and vicinity.

Location	General Plan Designation	Zoning Designation	Existing Land Use
Project Site	Very High Density Residential (VH)	Residential Planned Development (RPD)	Vacant Lot
North	Medium Density Residential (M)	Single Family Residential (R-1)	Detached Single-Family Homes
South	High Density Residential (H)	Residential Planned Development (RPD)	Vacant Lot (Pacific Communities)
East	General Commercial (C-2)	Commercial Planned Development (CPD)	Mission Bell Plaza Shopping Center
West	Medium Density Residential (M)	Single Family Residential (R-1)	Detached Single-Family Homes

### General Plan Consistency

The General Plan land use designation of the Project site is Very High Density Residential (VH). The VH land use designation is intended for residential development characterized by multi-family attached units, including apartment and condominium buildings. It is intended that this category utilize innovative site planning, provide on-site recreational amenities, and be near major community facilities, business centers and major arterials. The land use designation of VH allows a maximum density of 15 dwelling units per acre; however, through negotiation of the DA, the Project was approved at a gross density of 17.2 dwelling units per acre, with the provision of affordable housing.

The proposed modifications to the approved Project are consistent with the existing General Plan land use designation. In addition, the Project remains consistent with the General Plan goals and policies identified below:

#### Housing Element Goals and Policies

- GOAL 2: Provide residential sites through land use, zoning and specific plan designations to provide a range of housing opportunities.

Policy 2.2: Ensure residential sites have appropriate public services, facilities, circulation, and other needed infrastructure to support development.

- GOAL 3: Expand and protect housing opportunities for lower income households and special needs groups.

Policy 3.4: Require, in aggregate, 10% of new units to be affordable to lower income households. Establishing priority for usage of in-lieu fee is as follows: 1st priority – production of affordable housing; 2nd priority – subsidy of affordable housing; 3rd priority – housing rehabilitation; 4th priority – housing assistance; and 5th priority – staffing costs.

#### Land Use Element Goals and Policies

- GOAL 3: Provide a variety of housing types and opportunities for all economic segments of the community.

Policy 3.3: Where feasible, inclusionary zoning shall be used to require that a percentage of new, private residential development be affordable to very low to moderate income households.

- GOAL 5: Develop new residential housing which is compatible with the character of existing individual neighborhoods and minimizes land use incompatibility.

Policy 5.1: Multiple-family dwellings shall be developed in close proximity to employment opportunities, shopping areas, public parks, and transit lines, with careful consideration of the proximity to and compatibility with single-family neighborhoods.

In addition, to the Project's conformance with the Goals and Policies of the General Plan, the development also provides the City with additional housing units required by the General Plan Housing Element and State Department of Housing and Community Development (HCD). A summary of the City's current (5th Cycle, 2014-2021) Regional Housing Needs Assessment (RHNA) obligation, remaining housing units, and the impacts of the approved development are outlined in the following table:

Housing Type	RHNA Required for 2014-2021	New Units Permitted in 2020	RHNA Cumulative Totals by end of 2020	Housing still needed/required by 2020	Green Island Villas as Modified
Very Low Income	289 Units	11 New Units	26 Units	263 Units	0 Units
Low Income	197 Units	7 New Units	46 Units	151 Units	10 Units
Moderate	216 Units	1 New Unit	12 Units	204 Units	0 Units
Above Moderate	462 Units	79 New Units	597 Units	0 (Surplus of 135 Units)	53 Units
<b>Totals:</b>	<b>1,164 Units Required</b>	<b>98 Units Permitted</b>	<b>681 Units Permitted in Moorpark 2014-2021</b>	<b>618 Additional Units Required by 2021</b>	<b>63 Approved Units</b>

Zoning Consistency

The zoning designation of the subject property is Residential Planned Development (RPD). The purpose of the RPD zone is to provide areas for communities to be developed using modern land planning and unified design techniques. The proposed modification to the approved Project is consistent with the RPD zone in that it would be developed in a vacant lot and would provide new homes adjacent to existing residential neighborhoods.

**ANALYSIS**

Modification No. 1 to RPD 2014-02: Site and Building Revisions

The proposed revisions to the Project include a reduction of units necessary to provide individual two-car garages with a minimum clear interior dimension of 20 feet by 20 feet, as required by the Municipal Code. As described in the Background Section of the report, the garage sizes depicted in the approved plans are substandard and range from 19 feet in width and 18 feet in depth. Six units were lost as a result of this revision, bringing the total number of units proposed within the Project to 63 (Attachment 7, under Sheet 3.0-1<sup>st</sup> Floor Plan). Minor alterations to the approved floor plans were also made, but the buildings have retained the same architectural design as originally approved (Attachment 7). Guest parking provided on-site was also reduced to accommodate the site changes, from 35 spaces to 33 spaces. The guest parking provided exceeds the 32 spaces required by the Municipal Code.

The following table describes the modified residential development:

Number of Units	Bedroom Size	Number of Parking Spaces Inside Garage at 20' by 20'	Total Number of Guest Parking Spaces	Approximately Gross Area Per Unit	Total Building Area
11 Units	2 Bedrooms, plus 2 ½ Bathrooms	2 Spaces	33	1,905 sq. ft.	20,955 sq. ft.
52 Units	3 Bedrooms, Plus 2 ½ Bathrooms	2 Spaces	Spaces	2,214 sq. ft.	115,128 sq. ft.

First Amendment to Development Agreement Amendment: Affordable Housing

Section 6.13 of the existing Development Agreement (DA) requires 15% or 11 units of the original 69-unit Project to be reserved for low-income households. In light of the proposed reduction of the Project to 63 units, the Applicant is requesting to amend the Development Agreement to proportionally reduce the number of affordable units reserved for low-income households to 10, to reflect 15% of the revised Project. For reference, low-income corresponds to a maximum of 80% of the Ventura County Area Median Income, as outlined below for 2021 based on household size.

Annual Income	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
Extremely Low (30%)	\$ 23,700	\$ 27,100	\$ 30,500	\$ 33,850	\$ 36,600	\$ 39,300	\$ 42,000	\$ 44,700
Very Low (50%)	\$ 39,550	\$ 45,200	\$ 50,850	\$ 56,450	\$ 61,000	\$ 65,500	\$ 70,000	\$ 74,550
Lower (80%)	\$ 63,250	\$ 72,300	\$ 81,350	\$ 90,350	\$ 97,600	\$ 104,850	\$ 112,050	\$ 119,300
Median (100%)	\$ 69,150	\$ 79,050	\$ 88,900	\$ 98,800	\$ 106,700	\$ 114,600	\$ 122,500	\$ 130,400
Moderate (120%)	\$ 83,000	\$ 94,850	\$ 106,700	\$ 118,550	\$ 128,050	\$ 137,500	\$ 147,000	\$ 156,500

The Draft First Amendment to the Development Agreement (Exhibit B of Attachment 9, Draft Resolution) amends Section 6.13 of the Development Agreement as follows:

Developer agrees that densities vested and incentives and concessions received in the Project Approvals include all densities available as density bonuses and all incentives and concessions to which Developer is entitled under the Moorpark Municipal Code, Government Code Sections 65915 through 65917.5 or both; Developer shall not be entitled to further density bonuses or incentives or concessions and further agrees, in consideration for the density bonus obtained through the Project Approvals that is greater than would otherwise be available, to provide ~~eleven (11)~~ ten (10) housing units, with a minimum of 1,800 square feet and three (3) bedrooms, 2.5 baths each, affordable to low income households (not to exceed 80% of median income adjusted for family size). These ~~eleven (11)~~ ten (10) housing units may be referred to as affordable units or units affordable to low income households or required affordable units.

The Applicant has provided a revised site plan showing the location of the affordable units (Attachment 7, under Sheet A2.0-Site Plan). An Affordable Housing Agreement will also be required in order to fulfill the requirements of the sale of the affordable units.

#### Undergrounding of Utilities

The Applicant is also requesting to remove a condition of approval that requires utilities to be placed underground. This condition is set forth in Resolution No. 2009-2799 establishing standard conditions of approval for entitlement projects, adopted by the City Council on March 18, 2009.

Standard Condition of Approval No. 145:

*Prior to issuance of the first building permit, all existing and proposed utilities, including electrical transmission lines less than 67Kv, must be under-grounded consisted with plans approved by the City Engineer, Public Works Director and Community Development Director. Any exceptions must be approved by the City Council.*

There are three existing 66Kv high voltage transmission poles placed on the right-of-way, fronting the Project site on Los Angeles Avenue. These lines distribute power to the adjacent community but do not directly serve the Project site. Instead, the Project site would obtain power from an existing underground source located on Los Angeles Avenue. These lines are less than 67Kv and are therefore required to be undergrounded by this Condition. On June 2, 2021, Andrew Brady (attorney for the Applicant) submitted a letter outlining the Applicant's request from relief from this condition (Attachment 8). Below is a summary for each point provided:

- The cost to underground the existing transmission poles could exceed \$2.3M.
- According to Southern California Edison, the timing associated with the process of undergrounding the existing transmission poles is approximately 2.5 years.
- Undergrounding the existing transmission poles adjacent to the Project site would not come close to achieving the larger goal of undergrounding the existing transmission poles that run along Los Angeles Avenue.
- The existing transmission poles do not serve the Project site and instead are electric transmission lines that run from substation to substation.

In consideration for waiving the undergrounding requirement associated with Standard Condition of Approval No. 145, the Applicant has agreed, through the proposed First Amendment to the Development Agreement, to pay the City a fee of \$3,333.00 per unit (approximately \$210,000 for the 63 units) in lieu of the undergrounding. This amount would be applied toward future project costs for undergrounding overhead utilities, as prioritized by the City Council and following an identification of undergrounding priorities for the City as a whole. A list of the revised mitigation fees is included in the draft First

Amendment to the Development Agreement (See Attachment 9, Exhibit B, Sections 6.3, 6.4, and 6.7 of Attachment 9 for reference).

A new Section 6.21 of the Agreement is added to read as follows:

Undergrounding In-Lieu Fee. As a condition of the issuance of a building permit for each residential dwelling unit within the Property, Developer shall pay City a one-time development fee as described herein (the "Undergrounding In-Lieu Fee"). The Undergrounding In-Lieu Fee may be expended the undergrounding of any overhead power lines within the City, with those locations chosen by the City Council in its sole and absolute discretion. The amount of the Undergrounding In-Lieu Fee shall be Three Thousand Three Hundred and Thirty-three Dollars (\$3,333.00) per residential unit. The Undergrounding In-Lieu Fee shall be adjusted annually commencing January 1, 2022, by the Consumer Price Index (CPI). The annual CPI adjustment shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October. In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase. The Undergrounding In-Lieu Fee shall satisfy Developer's requirement to underground the 67Kv high-voltage transmission lines fronting Los Angeles Avenue pursuant to Standard Condition of Approval No. 145. Developer is responsible for all other undergrounding requirements under that condition.

Staff has also proposed the following Special Condition of Approval in the draft resolution (Exhibit A of Attachment 9):

*As outlined in the First Amendment to the Development Agreement, Standard Condition of Approval No. 145 shall not be applicable to the approved residential project, except as modified herein, all other conditions of approval of Resolution No. 2020-3888 shall remain in full force and effect.*

In order to offset the impacts of the new Undergrounding In-Lieu fee to the project, the First Amendment to the Development Agreement includes a proposal to reduce the Development Fee, Traffic Mitigation Fee, and Park Fee. The existing and proposed language of Section 6.3, 6.4, and 6.7 are included below in legislative format, with existing language to be removed shown with ~~strikethrough~~ and proposed language underlined.

Amendment of Section 6.3 of the Agreement is amended as follows:

Development Fee Per Unit. As a condition of the issuance of a building permit for each residential dwelling unit within the Property, Developer shall pay City a one-time development fee as described herein (the "Development Fee"). The Development Fee may be expended by City in its sole and unfettered discretion. The amount of the Development Fee shall be ~~Nine Thousand Two Hundred Dollars (\$9,200.00)~~ (Eight Thousand Dollars (\$8,000.00)) per residential unit. The Development Fee shall be adjusted annually commencing January 1, 2024<sup>2</sup>, by the Consumer Price Index (CPI). The annual CPI adjustment shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October.

In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

Amendment of Section 6.4 of the Agreement is amended to read as follows:

Traffic Mitigation Fee. As a condition of the issuance of building permit for each residential dwelling unit within the boundaries of the Property, Developer shall pay City a one-time traffic mitigation fee as described herein ("Citywide Traffic Fee"). The Citywide Traffic Fee may be expended by City in its sole and unfettered discretion. The amount of the Citywide Traffic Fee shall be ~~Twelve Thousand Five Hundred Dollars (\$12,500.00)~~ Eleven Thousand Eight Hundred Sixty-Seven Dollars (\$11,867.00) per residential unit. The Citywide Traffic Fee shall be adjusted annually commencing January 1, 2024<sup>2</sup>, and annually thereafter by the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year ("annual 8 indexing"). In the event there is a decrease in the Bid Price Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

Amendment of Section 6.7 of the Agreement is amended to read as follows:

Park Fees. Prior to the issuance of the building permit for each residential dwelling unit within the Property, Developer shall pay a one-time fee in lieu of the dedication of parkland and related improvements ("Park Fee"). The amount of the Park Fee shall be ~~Ten Thousand Five Hundred Dollars (\$10,500.00)~~ Nine Thousand Dollars (\$9,000.00) for each residential

dwelling unit within the Property. If the Park Fee is not paid by January 1, 20242, the Park Fee shall be adjusted annually commencing January 1, 20242 by the larger increase of a) or b) as follows:

- (a) The change in the CPI. The change shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October; or
- (b) The calculation shall be made to reflect the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year (annual indexing).

In the event there is a decrease in both of the referenced Indices for any annual indexing, the Park Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. Developer agrees that the above-described payments shall be deemed to satisfy the parkland dedication requirement set forth in California Government Code Section 66477 et seq. for the Property.

## **FINDINGS**

### **Modification No. 1 to Residential Planned Development Permit Findings**

1. The site design, including structure locations, size, height, setbacks, massing, scale, architectural style and colors, and landscaping, is consistent with the goals and policies of the City's General Plan and Zoning Ordinance, in that the Project would provide condominiums as well as deed-restricted affordable housing in a design that is comparable in scale with surrounding residential and commercial development.
2. The site design would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area in that adequate provision of public access, sanitary services, and emergency services have been ensured in the processing of this request and the use proposed is similar to adjacent uses, and access to or utility of those adjacent uses are not hindered by this Project.
3. The proposed uses are compatible with existing and permitted uses in the surrounding area in that the Project will be located within a residential neighborhood, designed in a manner that is complementary to development in the vicinity and incorporates landscaped screening along the perimeter of the property.

### First Amendment to Development Agreement Findings

1. The provisions of the First Amendment to the Development Agreement are consistent with the General Plan in that it will help achieve the goals of the Land Use Element and Housing Element and is consistent with the goals and policies of all other elements.
2. The provisions of the Development Agreement and the assurances that said agreement places upon the project are consistent with the provisions of Chapter 15.40 of the Moorpark Municipal Code because the Development Agreement contains the elements required by Section 15.40.030 and shall be processed through a duly-noticed public hearing process as required by law.

### **NOTICING**

Public Notice for this meeting was given consistent with Chapter 17.44.070 of the Zoning Ordinance as follows:

1. Publication. The notice of the public hearing was published in the Ventura County Star on August 22, 2021.
2. Mailing. The notice of the public hearing was mailed on August 20, 2021, to owners of real property, as identified on the latest adjusted Ventura County Tax Assessor Roles, within one-thousand (1,000) feet of the exterior boundaries of the assessor's parcel(s) subject to the hearing.
3. Sign. One 32 square-foot sign were placed on the street frontage on August 17, 2021.

### **ENVIRONMENTAL DETERMINATION**

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study and Negative Declaration (ND) was previously prepared and adopted for the development of 69-unit multi-family residential condominium Project with associated site improvements. The Community Development Director has determined that the request to amend the Development Agreement and modify Residential Planned Development Permit No. 2014-02 to reduce the intensity of the proposed development from 69 units to 63 units is consistent with the previously-adopted ND for the project. Therefore, no further environmental documentation is needed.

### **PLANNING COMMISSION RECOMMENDATION**

On July 27, 2021, the Planning Commission voted unanimously to recommend that the City Council approve the requested modification and proposed first amendment to the development agreement.

### **PROCESSING TIME LIMITS**

Time limits have been established for the processing of development projects under the Permit Streamlining Act (Government Code Title 7, Division 1, Chapter 4.5), the Subdivision Map Act (Government Code Title 7, Division 2), and the California Environmental Quality Act Statutes and Guidelines (Public Resources Code Division 13, and California Code of Regulations, Title 14, Chapter 3). However, because the subject application includes a legislative action to amend a Development Agreement, it is not subject to the provisions of the Permit Streamlining Act.

### **FISCAL IMPACT**

There are no fiscal impacts associated with this request.

### **COUNCIL GOAL COMPLIANCE**

This action is consistent with City Council Strategy 1 (Quality of Life), Goal 1 (1.1):  
“Identify Options and Solutions to Barriers for Housing for All Economic and Age Ranges.”

### **STAFF RECOMMENDATION** (ROLL CALL VOTE REQUIRED)

1. Open the public hearing, accept public testimony, and close the public hearing; and
2. Introduce Ordinance No.\_\_\_\_, approving First Amendment to Development Agreement between the City of Moorpark and Sky Line 66, LLC for first reading, waive full reading, and place this ordinance on the agenda for September 15, 2021, for purposes of providing second reading and adoption of the ordinance; and
3. Adopt Resolution No. 2021-\_\_ approving Modification No. 1 to Residential Planned Development Permit No. 2014-02, subject to the conditions of approval contained therein, and reducing the number of units from 69 to 63 with related site changes and modify a condition of approval requiring all utilities to be placed underground.

Attachment 1: Location Map

Attachment 2: Aerial Map

Attachment 3: Resolution No. 2020-3887, adopting the Negative Declaration and General Plan Amendment

Attachment 4: Ordinance No. 482, approving Development Agreement between City of Moorpark and Sky Line 66, LLC

Attachment 5: Resolution No. 2020-3888, approving Residential Planned Development Permit No. 2014-02 and Vesting Tentative Tract Map No. 5869

Attachment 6: [Staff Report](#), dated February 19, 2020 (without attachments)

Attachment 7: Revised Plans, submitted on July 15, 2021

Attachment 8: Letter from Andrew Brady, dated June 2, 2021

Attachment 9: Draft Resolution No. 2021-\_\_\_\_ Approving Modification No. 1 to RPD No. 2014-02

Attachment 10: Draft Ordinance Approving First Amendment to Development Agreement



1" = 217 ft	First Amendment to DA and Mod 1 to RPD No. 2014-02	07/06/2021	
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This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



1" = 217 ft

First Amendment to DA and  
Mod 1 to RPD No. 2014-02

07/06/2021



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## RESOLUTION NO. 2020-3887

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, ADOPTING A NEGATIVE DECLARATION AND APPROVING GENERAL PLAN AMENDMENT NO. 2014-01 FOR A CHANGE OF LAND USE DESIGNATION FROM GENERAL COMMERCIAL (C-2) TO VERY HIGH RESIDENTIAL DENSITY (VH) FOR A 69 UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT, RECREATION CENTER, AND ASSOCIATED SITE IMPROVEMENTS AT 635 LOS ANGELES AVENUE, ON THE APPLICATION OF MENASHE KOZAR FOR SKY LINE 66, LLC

WHEREAS, on October 14, 2014, applications for General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03 were filed by Menashe Kozar for Sky Line 66, LLC, for the construction of a 69 unit multi-family residential condominium development, including a recreation center and associated site improvements, located at 635 Los Angeles Avenue; and

WHEREAS, on January 28, 2020, the Planning Commission adopted Resolution No. 2020-647, recommending to the City Council to adopt a Negative Declaration and conditional approval of General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03; and

WHEREAS, at a duly noticed public hearing on February 19, 2020 the City Council considered the agenda report for General Plan Amendment No. 2014-01 and any supplements thereto and written public comments, opened the public hearing and took and considered public testimony both for and against the proposal, and reached a decision on this matter; and

WHEREAS, the City Council has read, reviewed, and considered the proposed Negative Declaration prepared for the project referenced above together with any comments received during the public review process and determined that there is no evidence that the project or any of its aspects may cause a significant effect on the environment and a Negative Declaration has been prepared for this project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. ENVIRONMENTAL FINDINGS: The City Council finds and declares as follows:

A. The Initial Study and Negative Declaration prepared for the project are complete and have been prepared in compliance with the California Environmental Quality Act (CEQA), and the City CEQA Procedures.

B. The Negative Declaration reflects the independent judgment of the City Council.

**SECTION 2. GENERAL PLAN AMENDMENT FINDINGS:** The City Council finds and declares as follows:

A. A commercial demand study was prepared and concluded that commercial use development was not viable, in favor of residential development on the subject property.

B. The proposed Project will help to increase the variety of housing types within the City and will provide affordable housing units in furtherance of the City's Housing Element.

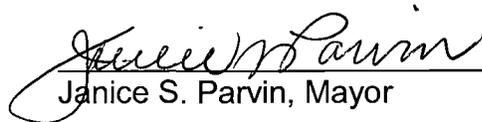
**SECTION 3. ADOPTION OF NEGATIVE DECLARATION:** The Negative Declaration as proposed in Exhibit A attached hereto and incorporated herein for the proposed development of a 69 unit multi-family residential condominium, including a recreation center and associated site improvements, located at 635 Los Angeles Avenue is hereby adopted.

**SECTION 4. APPROVAL OF GENERAL PLAN AMENDMENT:** General Plan Amendment No. 2014-01 is approved, amending the General Plan Land Use Map as proposed in Exhibit B attached hereto and incorporated herein.

**SECTION 5. EFFECTIVE DATE:** The effective date of General Plan Amendment No. 2014-01 shall be concurrent with the effective date of the Ordinance for Zone Change No. 2014-01 and the Ordinance for Development Agreement No. 2014-03, whichever occurs last.

**SECTION 6. CERTIFICATION OF ADOPTION:** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 19th day of February, 2020.

  
Janice S. Parvin, Mayor

ATTEST:

  
Ky Spangler  
City Clerk

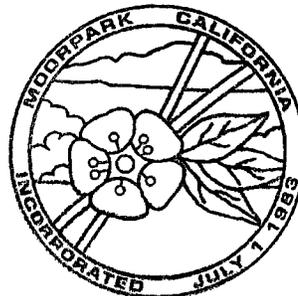
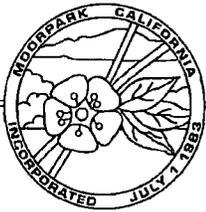


Exhibit A: Initial Study and Negative Declaration  
Exhibit B: Proposed General Plan Designation

**EXHIBIT A**  
**INITIAL STUDY AND NEGATIVE DECLARATION**



# CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT | 799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2540 | www.moorparkca.gov

## NEGATIVE DECLARATION

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the City of Moorpark has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment. Attached is the Initial Study documenting the reasons to support the finding of no significant effect on the environment.

### I. PROJECT

**Project Title:** Green Island Villas

Residential Planned Development No. 2014-02, Zone Change No. 2014-01;  
General Planned Amendment No. 2014-01; Vesting Tentative Tract Map No. 5869  
for Condominium Purposes; and Development Agreement No. 2014-03

**Address:** 635 Los Angeles Avenue (north of Los Angeles Avenue, east of Shasta Avenue)

**Assessor Parcel Number(s):** 511-0-141-130

**Parcel Size:** 4.01 acres

**Applicant:** Menashe "Manny" Kozar for Sky Line 66, LLC

**Owner:** Sky Line 66, LLC

**General Plan Designation:** General Commercial (C-2)

**Proposed General Plan Designation:** Very High Density Residential (VH15U/AC)

**Zoning:** Commercial Office (C-O)

**Proposed Zoning:** Residential Planned Development (RPD17.2/AC)

**Responsible or Trustee Agencies:** The County of Ventura and California Department of  
Transportation (CalTrans)

**Project Description:** The project consists of a request to develop 69 multi-family residential condominiums, a two-story recreational center proposed to include a community clubhouse, day-care, fitness center and restrooms, an outdoor swimming pool, dog park and associated landscape and hardscape site improvements on a previously-developed 4.01-acre lot. The project includes 16 two-story residential buildings, with a total of 18 two-bedroom units and 51 three-bedroom units. Each unit will include a two-car garage. A total of 35 surface guest parking spaces will be dispersed throughout the site. Amenities include a tot-lot, recreational center with a multi-purpose room and gymnasium, and a swimming pool. Primary street access to the property is provided by

California State Route 118 (Los Angeles Avenue) and residents will have secondary access to the east, through the adjacent Mission Bell Plaza shopping center.

**II. STATEMENT OF ENVIRONMENTAL FINDINGS**

State law requires the lead agency for the proposed project, to prepare an Initial Study to determine if the proposed project could significantly impact the environment. Based on the findings contained in the attached Initial Study, it has been determined that the proposed project will not have a significant effect on the environment.

**III. POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS IDENTIFIED IN INITIAL STUDY:**

None.

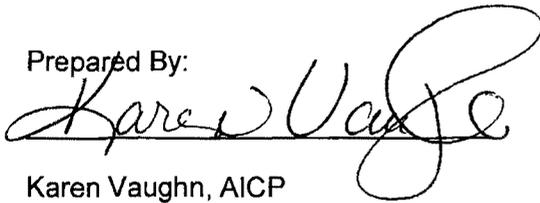
**IV. PUBLIC REVIEW**

**Document Posting and Comment Period:** July 2, 2019 and August 6, 2019

The Initial Study was previously circulated and made available to the public and responsible agencies. Three comment letters were subsequently received from the Ventura County Air Pollution Control District; California Department of Transportation; and Ventura County Watershed Protection. None of the comments received resulted in changes to the Initial Study.

**V. CONSIDERATION AND APPROVAL OF THE NEGATIVE DECLARATION:** Prior to approving the project, the decision-making body of the Lead Agency must consider this Negative Declaration and all comments received on the Initial Study. Those decision-makers may approve a Negative Declaration if they determine that there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment.

Prepared By:



Karen Vaughn, AICP  
Community Development Director



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021

Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

## INITIAL STUDY

### Green Island Villas

This Initial Study has been prepared in accordance with relevant provisions of the *California Environmental Quality Act (CEQA) of 1970*, as amended, *CEQA Guidelines* as revised, in accordance with Section 15063(c) of the *CEQA Guidelines*.

**Project Entitlements:** Residential Planned Development No. 2014-02; Zone Change No. 2014-01; General Planned Amendment No. 2014-01; Vesting Tentative Tract Map No. 5869 for Condominium Purposes, and Development Agreement No. 2014-03

**Location/Address:** 635 Los Angeles Avenue (north of Los Angeles Avenue, east of Shasta Avenue)

**Assessor Parcel Number(s):** 511-0-141-130

**Parcel Size:** 4.01 acres

**Applicant:** Manny Kozar for Sky Line 66, LLC

**Owner:** Sky Line 66, LLC

**Existing General Plan Designation:** General Commercial (C-2)

**Proposed General Plan Designation:** Very High Residential Density Residential (VH)

**Existing Zoning Designation:** Commercial Office (C-O)

**Proposed Zoning Designation:** Residential Planned Development (RPD)

**Responsible or Trustee Agencies:** The County of Ventura and California Department of Transportation (CalTrans)

**Tribal Consultation Requested:**  YES  NO

*Has any California Native American Tribes traditionally or culturally affiliated with the project area requested consultation pursuant to PRC Section 21080.3.1?*

**Project Description:** The project consists of a request to develop 69 multi-family residential condominiums, a two-story recreational center proposed to include a community clubhouse, day-care, fitness center and restrooms, an outdoor swimming pool, dog park and associated landscape and hardscape site improvements on a previously-developed 4.01-acre lot. The project includes 16 two-story residential buildings, with a total of 18 two-bedroom units and 51 three-bedroom units. Each unit will include a two-car garage. A total of 35 surface guest parking spaces will be dispersed throughout the site. Amenities include a tot-lot, recreational center with a multi-purpose room and gymnasium, and a swimming pool. Primary street access to the property is provided by California State Route 118 (Los Angeles Avenue) and residents will have secondary access to the east, through the adjacent Mission Bell Plaza shopping center.

**Surrounding Land Uses and Setting:** The unimproved 4.01-acre lot is located on the north side of Los Angeles Avenue. The Mission Bell Plaza shopping center is located to the east and single-family homes are located to the north and west. The following table provides an overview of existing land use designations on the subject property and vicinity.

**EXISTING LAND USES**

Location	Existing General Plan Designation	Existing Zoning Designation	Existing Land Use
Site	General Commercial (C-2)	Commercial Office (C-O)	Vacant Lot
North	Medium Density Residential (4DU/AC)	Single Family Residential (R-1-8)	Detached Single Family Homes
South	High Density Residential (7DU/AC)	Residential Planned Development (RPD 7U/AC)	Vacant Lot
East	General Commercial (C-2)	Commercial Planned Development (CPD)	Mission Bell Plaza Shopping Center
West	Medium Density Residential (4DU/AC)	Single Family Residential (R-1-8)	Detached Single Family Homes

**Methodology for Evaluating Cumulative Impacts:**

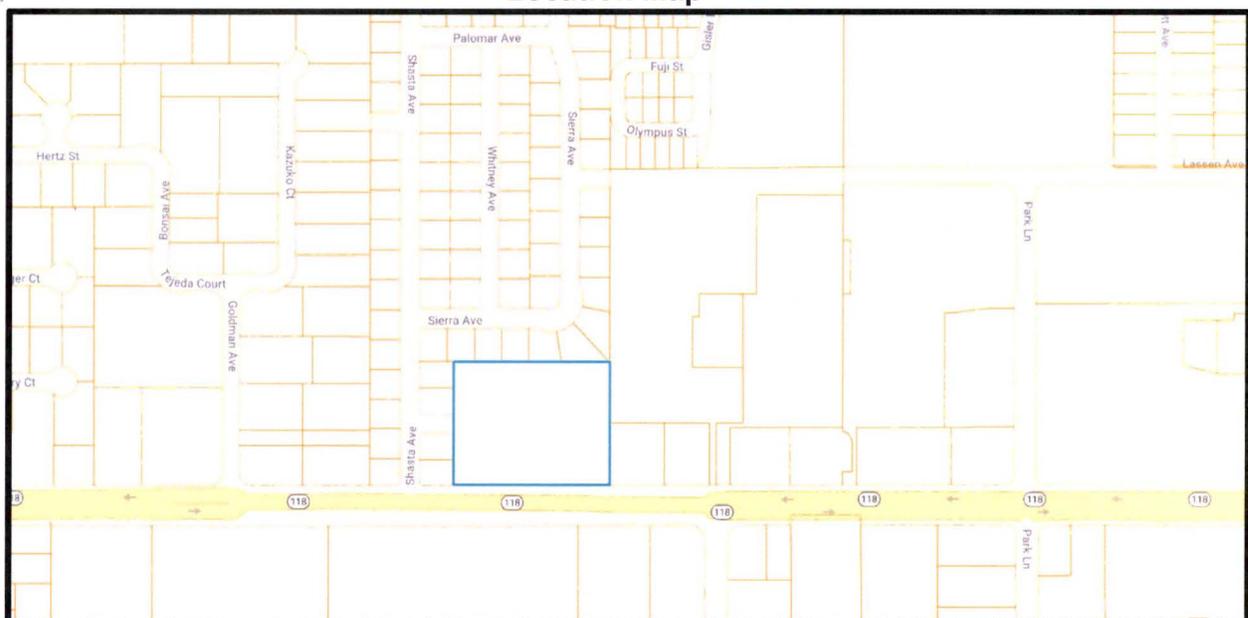
The methodology used to analyze the cumulative impacts associated with the proposed project in the Initial Study was the list approach, pursuant to Section 15130(b)(1)(A) of the CEQA Guidelines. The list approach identifies all past, present, and probable future projects contributing to the related or cumulative impacts. The following pending and recently approved projects located within a five-mile radius of the proposed project have been evaluated for this Initial Study.

**Pending and Recently Approved Projects within the City of Moorpark**

Number	Project	Land Use	Size	Status
1	Pacific Communities	Single Family Residential	284 Units	Approved
2	Hitch Ranch	Single Family Residential /Multi-Family Residential	755 Units	Proposed
3	Aldersgate Senior Housing	Senior Housing Units	390 Units	Approved
4	City Ventures	Single Family Residential	110 Units	Approved
5	John C. Chiu, FLP-N	Single Family Residential Condominiums	60 Units	Proposed
6	Essex Moorpark	Multi-Family Residential	200 Units	Approved
7	Birdsall Group, LLC	Single Family Residential	21 Units	Approved
8	Spring Road, LLC	Condominiums	95 Units	Approved
9	West Pointe Homes	Single Family Residential	133 Units	Proposed
10	Moorpark Hospitality (Fairfield Inn)	Hotel	108 Rooms	Under Construction
11	Triliad Development	Movie Studio	37 acres	Approved

**EXHIBIT 1  
VICINITY MAP**

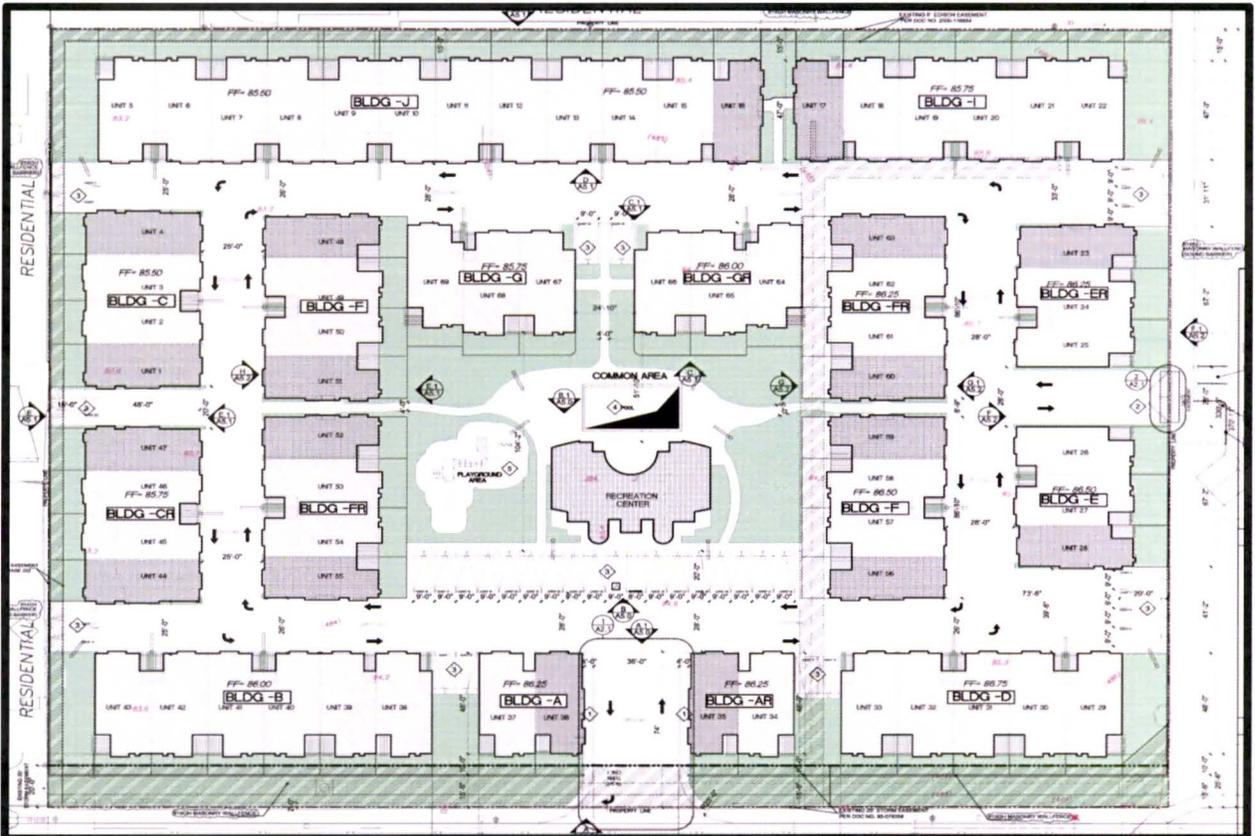
**Location Map**



### Aerial Map



### Site Plan



**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

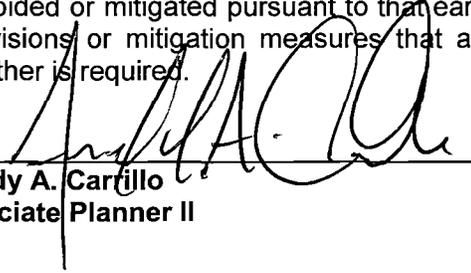
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as indicated by the checklist on the following pages

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                | <input type="checkbox"/> Agriculture/Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources      | <input type="checkbox"/> Cultural Resources             | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology/Soils             | <input type="checkbox"/> Greenhouse Gas Emissions       | <input type="checkbox"/> Hazards & Hazardous Materials      |
| <input type="checkbox"/> Hydrology/Water Quality   | <input type="checkbox"/> Land Use/Planning              | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                     | <input type="checkbox"/> Population/Housing             | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                | <input type="checkbox"/> Transportation                 | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire                       | <input type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- I find that although the project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions/ or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
Freddy A. Carrillo  
Associate Planner II

February 14, 2020

### Initial Study Checklist

**I. AESTHETICS**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) In <u>non-urbanized areas</u> , substantially degrade the existing visual character or quality of public views of the site and its surroundings? In <u>urbanized areas</u> , would the project conflict with applicable zoning and/or other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) The subject property is not located within a scenic viewshed, as identified in Figure 8 of the General Plan Open Space, Conservation and Recreation Element. Furthermore, the project is not located near a horizon line, as identified in General Plan – Horizon Lines (Exhibit 17). Therefore, the project will have no impact on a scenic vista.
- b) The subject property is not located within a designated state scenic highway. The project will remove 23 mature trees to accommodate the proposed development. Pursuant to City policy and uniformly applied development conditions, a Protected Tree Report prepared by Paul A. Lewis, dated September 15, 2014, was submitted to establish the value and condition of the trees to be removed. Conditions of approval are imposed so that the value of the removed trees will be applied to enlarge the size of proposed landscaping on the project site. Therefore, the project will have a less than significant impact related to scenic resources.
- c) The project site is located within an urbanized area and complies with all development standards and aesthetic requirements applicable to the proposed RPD zoning designation. Therefore, the project will have no impacts related to scenic quality.
- d) Uniformly applied conditions of approval will be imposed on the project, including compliance with applicable lighting regulations of the Moorpark Municipal Code (Chapter 17.30). Therefore, the project will have a less than significant impact on daytime or nighttime views in the area.

Source(s): Project Application and Exhibits (October 14, 2014), General Plan Land Use Element (1992), Moorpark Municipal Code, Title 17, Zoning and General Plan - Horizon Lines (Exhibit 17)

**II. AGRICULTURAL RESOURCES/FORESTRY**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) Pursuant to Exhibit 6 of the General Plan – Important Farmlands Inventory Map and the 2006 Ventura County Important Farmland Map, the subject property and vicinity are not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide. Therefore, the proposed project will have no impacts on agricultural resources.
- b) The subject property is not zoned for agriculture or commercial farming, nor is it subject to a Williamson Act Agreement. Therefore, the proposed project will have no impacts on any existing agricultural zoning or properties secured by the Williamson Act.
- c) The subject property is a vacant lot surrounded by urban uses. It is not zoned for forest land or timberland as identified in the Public Resources Code, or timberland production identified in the Government Code. Therefore, the proposed project will have no impacts on forest land or timberland.
- d) No forest land exists on the project site, therefore no impacts to or conversion of forest land would occur.

- e) Pursuant to Exhibit 6 of the General Plan and the Ventura County Important Farmland Map referenced above, the subject property is surrounded by urban uses and is not within the vicinity of designated farmland or forests. Therefore, the proposed development of the subject property will not result in the conversion of farmland or forests

Source(s): Project Application and Exhibits (October 14, 2014), California Department of Conservation: Ventura County Important Farmland Map (2006). General Plan - Important Farmlands Inventory (Exhibit 6).

### III. AIR QUALITY

*The City of Moorpark and the proposed project are located within the jurisdiction of the Ventura County Air Pollution Control District (VCAPCD). The VCAPCD has established significance criteria to evaluate air quality impacts.*

Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Would the project:

- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c) Expose sensitive receptors to substantial pollutant concentrations?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

#### Discussion:

- a) Uniformly applied conditions of approval will be imposed on the project, including compliance with all existing requirements of the VCAPCD. Accordingly, the proposed project will be developed in a manner consistent with the VCAPCD Air Quality Management Plan and will be required to follow the Ventura County Air Pollution Control District (VCAPCD) Rules and Regulations for permitting, development and operation and receive all required permits. Therefore, the proposed project will have no impact on the implementation of the air quality plan.
- b) Staff consulted with the VCAPCD during review of the entitlement and calculated the projected emissions associated with the project using California Emissions Estimator Model (CalEEMod). Potential impacts to air quality associated with the proposed development are classified as either long-term operational impacts or short-term construction impacts. The VCAPCD establishes thresholds of 25 pounds-per-day (ppd) for emission of reactive organic compounds (ROC) and nitrogen oxides (NOx) for long-term operational impacts. The VCAPCD's 25 ppd thresholds for ROG and NOx do not apply to construction emissions. An

analysis of both construction and operational-related impacts associated with the project are provided below:

**Long-term Operational Impacts.** Based on an analysis of operational air quality impacts reported by CalEEMod, The operational emissions resulting from the project is projected to be 4.21 ppd ROC and 2.74 ppd NOx. These modelled emissions do not exceed the threshold and therefore, impacts to air quality anticipated with the project are less than significant.

**Short-term Construction Impacts:** Short-term impacts to air quality will likely result from grading and other construction activities associated with the project (e.g., earth-moving and heavy equipment vehicle operations) According to the VCAPCD, any combustion equipment on-site that is rated at 50 horsepower or greater must have either an APCD Permit to Operate (PTO), or be registered with the California Air Resources Board's (CARB) Portable Equipment Registration Program (PERP). The applicant is responsible for contacting APCD to verify compliance with any permitting requirements of the APCD. Based on an analysis of air quality impacts reported by CalEEMod, air quality impacts associated with the construction of the project result in maximum daily emissions estimate of 78.93 ppd ROC and 45.62 ppd NOx. As stated previously, the VCAPCD has not established thresholds for construction emissions. Nevertheless, for construction impacts, VCAPCD requires that construction activities minimize fugitive dust through dust control measures required by Rule 55. Rule 55 includes methods such as securing tarps over truck loads and watering to treat bulk material to minimize fugitive dust. Compliance with Rule 55 would ensure that construction emissions would not be generated in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons to the public or that may endanger the comfort, health or safety of any such person or the public. Air quality impacts due to construction emissions would be less than significant.

- c) The subject property is located approximately 1,200 feet to the southwest of Chaparral Middle School. No other sensitive receptors are located within the vicinity. The Uniformly applied conditions of approval applicable to new developments requires that proposed project comply with the VCAPCD Air Quality Management Plan and VCAPCD Rules and Regulations for permitting, development and operation and receive all required permits. Therefore, the proposed project will have less than significant impact on expose sensitive receptors to substantial pollutant concentrations
- d) The proposed multi-family residential development does not include any facilities that are likely to create unusual emissions or odors. Therefore, no impacts related to odors are proposed.

Source(s): Ventura County Air Pollution Control District: Ventura County Air Quality Assessment Guidelines (2003), California Air Resources Board, CalEEMod Version 2016.3.2.

**IV. BIOLOGICAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on the state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion.

- a) Pursuant to Exhibit 18 of the General Plan - Biological Resource Map, there are no sensitive habitat areas identified on or near the subject property. Additionally, the project site is located within an urbanized area and is surrounded by commercial and residential developments. Therefore, the project will not have an impact or substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

- b) Pursuant to Exhibit 18 of the General Plan - Biological Resource Map, there are no identified riparian habitats or other sensitive natural communities on or in the vicinity of the subject property. Furthermore, the subject property is not located within the wildlife corridor shown in the County of Ventura Tierra Rejada Critical Wildlife Passage Area Map. Therefore, the project will not have an impact on substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
- c) The subject property is not located within state or federally protected wetland. Therefore, the project will not have an impact on substantial adverse effect on the state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
- d) Pursuant to Exhibit 18 of the General Plan - Biological Resource Map there are no sensitive natural community or sensitive natural community identified on or near the subject property. Furthermore, the subject property is not located within the wildlife corridor shown in the County of Ventura Tierra Rejada Critical Wildlife Passage Area Map. Therefore, the project will not have an impact with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- e) Pursuant to Exhibit 18 of the General Plan - Biological Resource Map there are no biological resources located on or in the vicinity of the subject property. 23 mature trees are proposed to be removed to accommodate the proposed development. Pursuant to City policy and uniformly applied development conditions, a Protected Tree Report prepared by Paul A. Lewis, dated September 15, 2014, was submitted to establish the value and condition of the trees to be removed. Conditions of approval are imposed so that the value of the removed trees will be applied to enlarge the size of proposed landscaping on the project site. Therefore, the project is designed and conditioned to comply with all applicable ordinances and policies related to biology and natural resources and would have a less than significant impact.
- f) The proposed project is not located within the vicinity of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, the proposed project will have no impact on an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Source(s): County of Ventura Tierra Rejada Critical Wildlife Passage Area Map ([https://docs.vcrma.org/images/pdf/planning/HWCW/Tierra\\_Rejada\\_CWPA.pdf](https://docs.vcrma.org/images/pdf/planning/HWCW/Tierra_Rejada_CWPA.pdf)). General Plan - Biological Resource Map (Exhibit 18). Protected Tree Report prepared by Paul A. Lewis (Dated September 15, 2014). Natural Community Conservation Plan (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline>).

**V. CULTURAL RESOURCES**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Cause a substantial adverse change in the significance of a historical resource as pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) The subject property has been previously disturbed and is currently a vacant lot surrounded by urban uses developed within the past 30 years. Furthermore, the subject property is not identified in the Ventura County Historical Landmarks and Point of Interest as historic. Therefore, no impacts to historical resources are proposed.
- b) The subject property and vicinity are not identified as a unique archaeological resources. However, archaeological and cultural resources have been discovered during other development within the City and uniformly applied conditions of approval will be imposed that require cultural and/or archaeological monitoring of all subsurface work to be performed during grading and earthmoving activities associated with construction of the project. Therefore, the proposed project will have a less than significant impact to any potential archaeological resource pursuant to §15064.5.
- c) The proposed project is not located within a cemetery. However, archaeological and cultural resources have been discovered during other development within the City and uniformly applied conditions of approval will be imposed that require cultural and/or archaeological monitoring of all subsurface work to be performed during grading and earthmoving activities associated with construction of the project. Therefore, the proposed project will be less than significant impact to any potential human remains on the project site.

Sources: Project Application and Exhibits. Ventura County Historical Landmarks and Point of Interest (October 14, 2014).  
[https://docs.vcrma.org/images/pdf/planning/programs/chb/Points\\_of\\_Interest.pdf](https://docs.vcrma.org/images/pdf/planning/programs/chb/Points_of_Interest.pdf)

**VI. ENERGY**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Result in a potentially significant environmental impact due to a wasteful, inefficient, or unnecessary consumption of energy resources, during project construction, or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**VI. ENERGY**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion.

a) Construction will utilize conventional methods and equipment. The proposed project would result in consumption of fuels from vehicle trips and electricity. Best Management Practices (BMP) would be required to prohibit the entry of pollutants from the construction site into the storm drain system during construction. Therefore, the proposed project will result in less than significant impact regarding consumption of energy resources, during project construction, or operation

b) The proposed project is required to comply with all applicable state and local regulations related to renewable energy and energy efficiency, including Title 24 Building Energy Efficiency Standards of the California Energy Code. Therefore, the proposed project will have a less than significant impact on the state or local plan for renewable energy or energy efficiency

**VII. GEOLOGY & SOILS**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion, or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**VII. GEOLOGY & SOILS**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or a unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) (i) Pursuant to Alquist-Priolo Earthquake Fault Zoning Map, the proposed project is not located within a known earthquake fault. Therefore, the proposed project will have no impact or potential adverse effects, including the risk of loss, injury, or death involving an earthquake fault.

(ii) Pursuant to the Earthquake Shaking Potential for California map, the proposed project is located between minor and major active earthquake faults that can have an impact on seismic ground shaking. All new construction is required to comply with the California Building Code, which includes measures to minimize damage to structures and occupants related to seismic events. Therefore, the proposed project will have less than a significant impact regarding risk of loss, injury, or death involving seismic ground shaking.

(iii) Pursuant to the Earthquake Zones of Required Investigation – Moorpark Quadrangle, the subject project is located within a liquefaction zone. However, based on the Geotech Report, the likelihood that surface effects of liquefaction would occur on the subject property is characterized as very low to non-existent. Therefore, the potential for liquefaction present is less than significant impact.

(iv) Pursuant to the Landslide Hazard Mapping for Selected California Highway Corridors Phase 2, the subject property is not located within a landslide zone. Therefore, no impact will result from the proposed project.

b) The construction of the project would result in ground surface disturbance during site clearance and grading. Uniformly applied conditions of approval imposed on the project require stockpiles, excavation, and exposed soil to be covered with secured tarps, plastic sheeting, erosion control fabrics, or treated with a bio-degradable soil stabilize. Furthermore, applicant will be required to obtain a California State Water Resources Control Board Construction General Permit, which requires development of a Storm Water Pollution Prevention Plan (SWPPP). Therefore, the subject property will have a less than significant impact on soil erosion, or the loss of topsoil.

c) Pursuant to the Earthquake Zones of Required Investigation – Moorpark Quadrangle, the subject project is located within a liquefaction zone. Geotechnical measures will be incorporated into the project design as required by the Seismic Hazards Mapping Act as a uniformly applied condition of approval. As a result, development of the subject property will have a less than significant impact on geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

d) According to the Geotech Report, the proposed project may be located on expansive soil. Therefore, the proposed project will have a less than significant impact on expansive soil.

e) The project will be served by existing wastewater facilities and no septic tanks or systems are proposed. Therefore, no impact on the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.

f) The subject property is within a developed, urban area and has previously been disturbed. No existing unique geological features are known to exist on-site. Furthermore, a conditions of approval for new development will require the monitoring of all subsurface work by a qualified archaeologist or Native American monitor and a Paleontological Identification Report be prepared if a resource or feature is identified. Therefore, development of the subject project presents a less than significant impact on directly or indirectly destroying a unique paleontological resource or site or an unique geologic feature.

Sources: Project Application and Exhibits (October 14, 2014), Nobel System Geoviewer (City’s GIS), U.S. Quaternary Faults and Folds Database, Alquist-Priolo Earthquake Fault Zoning Map (<https://www.conservation.ca.gov/cgs/alquist-priolo>). Earthquake Shaking Potential for California Map ([https://www.conservation.ca.gov/cgs/Documents/MS\\_48.pdf](https://www.conservation.ca.gov/cgs/Documents/MS_48.pdf)). Earthquake Zones of Required Investigation – Moorpark Quadrangle ([http://gmw.consrv.ca.gov/SHP/EZRIM/Maps/MOORPARK\\_EZRIM.pdf](http://gmw.consrv.ca.gov/SHP/EZRIM/Maps/MOORPARK_EZRIM.pdf)). Landslide Hazard Mapping for Selected California Highway Corridors Phase 2 ([ftp://ftp.conservation.ca.gov/pub/dmg/pubs/sr/SR\\_243/SR\\_243\\_sans\\_Plates.pdf](ftp://ftp.conservation.ca.gov/pub/dmg/pubs/sr/SR_243/SR_243_sans_Plates.pdf))  
Advance Geotechniques - Geotech Report for 635 Los Angeles Avenue

**VIII. GREENHOUSE GAS (GHG) EMISSIONS**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) Potential Carbon Dioxide Equivalent greenhouse gas emissions (CO<sub>2</sub>e) associated with the project were modeled using CalEEMod. The VCAPCD has not yet adopted a threshold of significance for GHG emissions. To assist in the analysis, the South Coast Air Quality

Management District (SCAQMD) GHG threshold recommendation was used in this analysis. The most recent proposed thresholds issued in 2008 applicable to this project suggest that it would be appropriate for a lead agency to use a threshold of 3,000 million tons per year (MTPY) of CO<sub>2</sub>e for stationary sources. CalEEMod modeling of the proposed project estimates a preliminary emissions rate of 229.37 MTPY CO<sub>2</sub>e for stationary sources. Therefore, the projected impacts to greenhouse gas emissions associated with the project are anticipated to be less than significant.

b) The California Air Resources Board Scoping Plan describes the approach California will take to reduce GHGs to achieve the goal of reducing emissions to 1990 levels by 2020. The proposed project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases and therefore would have no impact.

Sources: Project Application and Exhibits (October 14, 2014), Ventura County Air Pollution Control District: Ventura County Air Quality Assessment Guidelines (2003). California Air Resources Board, Scoping Plan (<https://ww3.arb.ca.gov/cc/scopingplan/scopingplan.htm>), South Coast Air Quality Management District – Interim CEQA GHG Significance Threshold for Stationary Sources (2008) ([http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-\(ghg\)-ceqa-significance-thresholds/ghgboardsynopsis.pdf?sfvrsn=2](http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/ghgboardsynopsis.pdf?sfvrsn=2)).

**IX. HAZARDS & HAZARDOUS MATERIALS**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. HAZARDS & HAZARDOUS MATERIALS**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) through c) The proposed project consists of 69 townhouse condominium homes and associated site improvements that will not involve the transport, use or disposal of hazardous materials. Therefore, the proposed project will not be releasing hazardous material into the environment nor does it present a hazard to the public or the environment through the routine transport, use or disposal of hazardous materials.

d) According to the Department of Toxic Substance Control, the subject property is not identified on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 Therefore, no impact will result from the proposed project.

e) The proposed project is not located within an airport land use plan, or where such plan has not been adopted, within two miles of a public airport or public use airport. Furthermore, the proposed project site is located within an urban, residential and commercial area and consists of infill development of a vacant lot. Therefore, no impacts will result from the proposed project.

f) The subject property is located within an urban, residential and commercial area and consists of infill development of a vacant lot. The project site has direct access along State Highway 118, a five-lane thoroughfare. Therefore, the proposed project will not interfere with an adopted emergency response plan or emergency evacuation plan.

g) The subject property is an infill lot surrounded by developed urban uses. Therefore, the proposed project will have no impacts on exposing people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Sources. Project Application and Exhibits (October 14, 2014), General Plan Safety Element (2001) Department of Toxic Substance Control – EnviroStor ([www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)).

**X. HYDROLOGY & WATER QUALITY**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**X. HYDROLOGY & WATER QUALITY**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site?,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion.

a-b) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality because the Federal Water Pollution Prevention and Control Act (i.e., the Clean Water Act or CWA) requires that discharges do not substantially degrade the physical, chemical or biological integrity of the Nation's waters. Specifically, Section 402 established the National Pollutant Discharge Elimination System (NPDES) Regulations for wastewater and other pollutant discharges. Congress amended the CWA in 1987 to require the implementation of a two-phased program to address storm water discharges. The Phase II regulations became effective on February 7, 2000, and require NPDES permits for storm water discharges from regulated small MS4s and for construction sites disturbing more than 1 acre of land.

In addition, Section 401 and 404 established regulations for the discharge of dredged or fill material into waters of the United States and water quality impacts associated with these

discharges. In California, the Porter-Cologne Water Quality Control Act establishes waste discharge standards pursuant to the Federal NPDES program, and the state has the authority to issue NPDES permits to individuals, businesses, and municipalities.

The protection of water quality is under the jurisdiction of the State Water Resources Control Board (SWRCB). The SWRCB is a state regulatory agency whose purpose is to protect the quality of surface and ground water within the region for beneficial uses. In order to address specific issues of the various groundwater basins in the State, the SWRCB is divided into nine Regional Water Quality Control Boards (RWQCBs), one for each of the major groundwater basins/surface water flow systems in the State. The City of Moorpark falls within the jurisdiction of the Los Angeles RWQCB. The RWQCB establishes requirements prescribing the quality of point sources of discharge and establishes water quality objectives through the Water Quality Control Plan for the local basin (Basin Plan). Water quality objectives are established based on the designated beneficial uses for a particular surface water or groundwater basin.

There are few uses of groundwater in the City of Moorpark. The development will utilize County water services and therefore, will not adversely impact the groundwater conditions. However, the impact of increased impermeable surface will decrease groundwater recharge.

Implementation of the Project would involve clearing, grading, paving, utility installation, building construction, and landscaping activities, which could result in the generation of water quality pollutants such sediment, solid and sanitary waste, concrete truck washout, hydrocarbons, metals, and construction debris. In addition, grading activities loosen and unconsolidated soils, which easily erode and could result the sedimentation of surface waters. Vertical construction and landscaping will general addition pollutants including soluble solids, sediment, nutrients, various toxics, pathogens, thermal stress, oil and grease, and gross pollutants and floatable. These materials have the potential to adversely affect water quality.

As such, short-term water quality impacts have the potential to occur during construction of the Project in the absence of any protective or avoidance measures. Additionally, runoff from under post-development conditions could contain pollutants in the absence of protective or avoidance measures. The Project's potential to violate any water quality standards or waste discharge requirements during short-term construction and/or long-term operational activities can have an adverse impact on- and off-site

Implementation of the State of California Construction General Permit, the County MS4, and the City Grading Ordinance during grading and post construction/LID measures permanently, will reduce the risk to less than significant with mitigation.

i-ii) The site mass grading activities, removal of native vegetation, and the increased impervious surfaces will increase the risk of erosion and sedimentation on- and off-site. Uniformly applied conditions of approval require a complete hydrology and hydraulics report as part of the site development in conjunction with a Water Quality Report and approved by the City in order to verify compliance with established criteria and best practices. The reports and plans will include temporary (during construction) and permanent measures with native, drought resistant plants can be implemented based on the State of California Construction General Permit, the County MS4, and the City ordinances and requirements during grading and post construction/ LID measures permanently, that will reduce the risk of erosion and siltation to *less than significant with mitigation*

iii-iv) The proposed project will alter the landform and concentrate drainage to the existing streets and storm drain pipes. The effects of increased impervious surface area will increase stormwater runoff and potentially result in downstream flooding and degraded water quality. A site-specific hydrology study will be prepared to evaluate whether the Project would result in a substantial change in the rate or amount of runoff exiting the site. An increase in the rate or amount of runoff from the site could result in increased potential for flooding on downstream properties. The site will be required to intercept a 100-year developed flow rate, and provide suitable detention that restricts flows to a undeveloped 10 year event from the site or into the storm drain system. In addition, a dry access lane will be provided in the streets for emergency first responders. Water Quality report will be prepared to address all pollutants of concern and suitable mitigation in accordance with the County MS4 Permit and applicable State requirements. The reports and proposed improvements will demonstrate that historic drainages are not adversely impacted.

The reports and plans will identify all associated hazards and appropriate mitigations. The mitigation measures will be implemented based on the State of California Construction General Permit, the County MS4, and the City ordinances and requirements that will reduce the risk of substantial increase in rate or amount of surface runoff as well as adverse impacts of pollutants of concern to *less than significant with mitigation*

d-e) The Project site is not located within a 100-year flood hazard area. The Project site is; however, located in an area that is between the limits of the 100-year and 500-year floods, also known as the moderate flood hazard area.

Sources. Project Application and Exhibits (October 14, 2014), National Flood Hazard Layer FIRMette (FEMA Flood Map).

**XI. LAND USE & PLANNING**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion.

a) The subject property is located within an urban, residential and commercial area and consists of infill development of a vacant lot. Therefore, the proposed project will not physically divide an established community and is consistent with adjacent uses

b) Pursuant to Exhibit 4 of the General Plan – Planning Area Land Use Plan, the subject property is vacant. The current zoning of this property is Commercial Office and the General Plan designation is Commercial Office. The proposed project will require a Zone Change (Commercial Office to Residential Planned Development), and General Plan Amendment (Commercial Office to Very High Residential Density). With approval of the general plan amendment and zone changes, the site will comply with all applicable land use regulations and therefore no impact is proposed.

Sources: Project Application and Exhibits (October 14, 2014), General Plan Land Map and Zoning Map. General Plan – Planning Area Land Use Plan (Exhibit 4)

**XII. MINERAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) Pursuant to the Geologic Map of California – Los Angeles Sheet, the subject property has alluvium derived predominantly from sedimentary rocks. The proposed project will not create a unique demand on available mineral resources in the City, since the project site is not located in an area of importance for mineral deposits. Therefore, the proposed project will have no impact on mineral resources.

b) Pursuant to the Mineral Land Classification Map, the subject property is not located in a significant mineral deposit area. Therefore, the subject property will have no impact on the loss of availability of a locally important mineral resource.

Sources: Project Application and Exhibits (October 14, 2014), General Plan - Open Space, Conservation, and Recreation Element (1986). Mineral Land Classification Map ([ftp://ftp.consrv.ca.gov/pub/dmg/pubs/sr/SR\\_145/SR\\_145\\_Plate1-11.pdf](ftp://ftp.consrv.ca.gov/pub/dmg/pubs/sr/SR_145/SR_145_Plate1-11.pdf)), Geologic Map of California (Los Angeles Sheet) ([ftp://ftp.consrv.ca.gov/pub/dmg/pubs/gam/GAM\\_008\\_Los\\_Angeles/GAM\\_008\\_Map\\_1969.pdf](ftp://ftp.consrv.ca.gov/pub/dmg/pubs/gam/GAM_008_Los_Angeles/GAM_008_Map_1969.pdf)).

**XIII. NOISE**

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIII. NOISE**

Would the project result in:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) Construction activities would generate ambient noise levels in the vicinity of the project from active construction equipment, haul trucks, and construction worker vehicles. However, all noise sources would be temporary and would cease once construction is completed. All construction activities would be required to comply with the City Noise Ordinance, which allows construction to occur between 7 a.m. to 7:00 p.m Monday through Saturday. Therefore, the proposed project will have no impact on ambient noise levels in the vicinity of the project.
- b) Construction activities would generate noise and groundborne vibration from active construction equipment, haul trucks, and construction worker vehicles. However, all noise sources would be temporary and would cease once construction is completed All construction activities would be required to comply with the City Noise Ordinance, which allows construction to occur between 7 a.m. to 7:00 p.m. Monday through Saturday. Therefore, the proposed project will have no impact on excessive groundborne vibration or groundborne noise levels
- c) The proposed project is not located within the vicinity of a private airstrip, or airport land use plan, or where such plan has not been adopted, within two miles of a public airport or public use airport. Furthermore, the proposed project site is located within an urban, residential and commercial area and consists of infill development of a vacant lot. Therefore, no impacts are anticipated from the proposed project.

Sources. Project Application and Exhibits (October 14, 2014) City of Moorpark - Noise Ordinance.

**XIV. POPULATION & HOUSING**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through an extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**XIV. POPULATION & HOUSING**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) According to the California Department of Finance (DOF), the current population of Moorpark is estimated at 37,027 (DOF 2019) with a forecasted population of 43,000 for the year 2040 (SCAG 2016-2040). The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4.01 acre lot. Based on the DOF estimate of an average of 3.34 persons per household in the City of Moorpark, the addition of 69 units would generate approximately 230 residents. Therefore, implementation of the proposed project would increase the City’s estimated existing population of 37,027 to 37,257, which would still be within SCAG’s 2040 population forecast of 43,000 (SCAG 2040). Impacts relating to substantial population growth would be less than significant. Furthermore, the proposed project will have a beneficial impact of helping to achieve housing goals in support of the Housing Element of the General Plan. Therefore, the proposed project will result less than significant impact on the unplanned population growth in an area, either directly or indirectly.
- b) The subject property is currently vacant. Therefore, the proposed project will not displace numbers of existing people or housing and no impact would occur.

Sources: Project Application and Exhibits (October 14, 2014). Department of Finance (<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/>). Southern California Association of Government – 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy (<http://www.scag.ca.gov/DataAndTools/Pages/GrowthForecasting.aspx>). General Plan - Housing Element.

**XV. PUBLIC SERVICES\***

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Sources: Project Application and Exhibits (October 14, 2014).

**XVI. RECREATION**

	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) There are presently 19 parks within the City of Moorpark, totaling 150 acres. According to the Parks and Recreation Master Plan, Moorpark provides 4.1 acres of park land for every 1,000 residents. Facilities at these sites include picnic areas, ball fields, dog park, skatepark, restrooms and parking. On-site amenities, such as a tot-lot, recreational center and a swimming pool are proposed with the project site and additional development fees will be paid to offset the potential impacts to parks and recreational facilities. Therefore, the proposed project will have a less than significant impact on the use of existing neighborhood and regional parks or other recreational facilities.
- b) The proposed project includes a tot-lot, recreational center and a swimming pool. The applicant will also be required to pay appropriate parks impact fees. Therefore, the proposed project will have a less than significant impact.

Sources: Project Application and Exhibits (October 14, 2014), General Plan Open Space, Conservation, and Recreation Element (1986). Parks and Recreation Master Plan (2019)

**XVII. TRANSPORTATION**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**XVII. TRANSPORTATION**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) According to the Circulation Element of the General Plan, the goals and policies emphasize the need for a circulation system that is capable of serving both existing and future residents while preserving community values and character. Pursuant to Figure 2 of the General Plan Circulation Element – Los Angeles Avenue is considered to be a six-lane arterial. The primary access to the site will be provided from Los Angeles Avenue with a secondary access from the Mission Bell Plaza shopping center parking lot. A uniformly applied condition of approval will require the developer to pay Los Angeles Avenue Area of Contribution Fee to fund core improvements to the Los Angeles Avenue corridor, and the Citywide Traffic Mitigation Fee to fund street improvements and offset any potential impacts associated with development of the project. Therefore, a less than significant impact will occur for this project.
- b) Pursuant to General Plan - Circulation Element; Level of Service (LOS), Policy 2.4. All new development shall participate in a transportation improvement fee program. This fee enables circulation improvements to be funded by new development in a manner that maintains the performance objectives specified in Policy 2.1. The proposed project will not reduce the Level of Service (LOS) of intersections in the area. The primary access to the site will be provided from Los Angeles Avenue (SR 118) with a secondary access from the Mission Bell Plaza shopping center parking lot. A condition of approval will require the developer to pay Traffic Mitigation and Los Angeles Avenue Area of Contribution Fee in effect at the time to fund core improvements to the Los Angeles Avenue corridor, and the Citywide Traffic Mitigation Fee in order to fund street improvements. Therefore, a less than significant impact will occur for this project.

- c) The project is not located within an area regulated by an airport land use plan and therefore will not have an impact to air traffic patterns, traffic levels, nor results in substantial safety risks. Therefore, no impact will occur for the proposed project.
- d) The project has been designed in a manner that eliminates any potential hazardous design features. In addition, Gibson Transportation Consulting, Inc. conducted a trip generation assessment for this project and concluded a full traffic study would not be needed. Furthermore, uniformly applied conditions of approval will require the California Department of Transportation (CalTrans) to review accessibility to the subject property at Los Angeles Avenue. Therefore, the proposed project will have a less than significant impact in the increase of hazards due to a design feature or incompatible use
- e) The circulation plan for the proposed project has been reviewed by the Fire Department and City Engineer to ensure that sufficient access is provided for emergency services. Therefore, a less than significant impact is anticipated from the project.
- f) As designed and conditioned, the project complies with all applicable policies and plans related to public transit, bicycle, and pedestrian facilities. Pursuant to Figure 2 of the General Plan Circulation Element – Los Angeles Avenue is considered to be a six-lane arterial. The primary access to the site will be provided from Los Angeles Avenue with a secondary access from the Mission Bell Plaza shopping center parking lot. A condition of approval will require the developer to pay Los Angeles Avenue Area of Contribution Fee to fund core improvements to the Los Angeles Avenue corridor, and the Citywide Traffic Mitigation Fee to fund street improvements. Therefore, a less than significant impact will occur for this project.

Sources: Project Application and Exhibits (October 14, 2014), General Plan Circulation Element (1992). Gibson Transportation Consulting, Inc. (Trip Generation Assessment for the 635 Los Angeles Avenue Residential Project, 2018). General Plan - Circulation Element.

**XVIII. TRIBAL CULTURAL RESOURCES**

<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
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Would the project:

- a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
  - i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**XVIII. TRIBAL CULTURAL RESOURCES**

	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) (i) The subject property is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1. Furthermore, the subject property in vicinity is not identified in the Ventura County Historical Landmarks and Point of Interest. Therefore, the proposed project will have no impact on the adverse change in the significance of a tribal cultural resource.
- (ii) The subject property is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1. Furthermore, the subject property in vicinity is not identified in the Ventura County Historical Landmarks and Point of Interest. Therefore, the proposed project will have no impact on the criteria set forth in subdivision (c) of Public Resources Code Section 5024.

Sources: California Register of Historical Resources (<http://ohp.parks.ca.gov/>).

**XIX. UTILITIES & SERVICE SYSTEMS**

Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electrical power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**XIX. UTILITIES & SERVICE SYSTEMS**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local waste management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) The project will not require construction of any new water or wastewater treatment facilities that will result in a significant impact to the environment. The project site is located in an area planned for residential development and existing water and wastewater treatment facilities have been sized to accommodate the proposed project. Uniformly applied conditions of approval for new development will require the provision of a "Will Serve" letter from both the water and wastewater purveyors. Therefore, the proposed project will have a less than significant impact in the relocation or construction of a new water or wastewater treatment facility.
- b) Ventura County Waterworks District Number 1 is the agency responsible for providing water to the city. Approximately 75 percent of the water supplied to the district comes from the Calleguas Municipal Water District and the remaining 25 percent comes from local groundwater supplies. Uniformly applied conditions of approval for new development will require the provision of a "Will Serve" letter from both the water and wastewater purveyors. Therefore, the proposed project will have a less than significant impact in water supply.
- c) The proposed project will be located within an urbanized area and connect to a publicly maintained wastewater treatment system. An uniformly applied conditions of approval will require the applicant to submit a "Will Serve" letter from from both the water and wastewater purveyors 1. Therefore, the proposed project will have a less than significant impact on this project.
- d) The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4.01 acre lot. Therefore, the project will not generate excessive solid waste.
- e) The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4 01 acre lot. The proposed project will comply with federal,

state, and local waste management and reduction statutes and regulations related to solid waste. Therefore, no impact will result from this project.

Sources: Project Application and Exhibits (October 14, 2014),

**XX. WILDFIRE**

If project is located in or near a state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less than Significant Impact</b>	<b>No Impact</b>
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) through d) According to the Fire Hazard Severity Zones Map, the subject project is not located in or near a state responsibility areas or lands classified as very high fire hazard severity zones. Therefore, no impacts related to wildfire are will result from development of the proposed project.

Sources: Fire Hazard Severity Zones Map (2007)

**XXI. MANDATORY FINDINGS OF SIGNIFICANCE**

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ( <i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.</i> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4.01 acre lot. The proposed project will not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Therefore, no impact will result from the proposed project.

b) The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4.01 acre lot. The proposed project will not have impacts that are individually limited or cumulatively considerable. Therefore, no impact will result from the proposed project.

c) The proposed project consists of 69 townhouse condominium homes and a recreational facility on a previously developed 4.01 acre lot. The proposed project will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly. Therefore, no impact will result from the proposed project.

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Michael Villegas  
Air Pollution Control Officer

**VENTURA COUNTY  
AIR POLLUTION CONTROL DISTRICT**  
Memorandum

TO: Freddy Carrillo, City of Moorpark Planning

DATE: July 25, 2019

FROM: Nicole Collazo, Planning Division

SUBJECT: Public Review Comment for Green Villa Islands

Air Pollution Control District (APCD) staff has reviewed the Initial Study and Negative Declaration (IS, ND) for the project referenced above. The proposed project is for a new residential development in previously developed 4.01-acre vacant lot. The project location is 635 Los Angeles Avenue in the City of Moorpark. The Lead Agency for the project is the City of Moorpark. APCD is acting as a Commenting Agency and is providing recommendations and comments to environmental document prepared by the Lead Agency, pursuant to the California CEQA State Guidelines Section 15073 and Section 1.1 of the Ventura County Air Quality Assessment Guidelines (AQAG).

**GENERAL COMMENTS**

As a Commenting Agency for the CEQA review of the subject project, APCD concurs with the findings determined in the Air Quality and Greenhouse Gas Emissions Sections of the IS and ND. However, the following sections of the IS checklist require some attention, as listed below.

Item 1- Page 8, Item a. The environmental document did not conduct a consistency analysis with the most recent Air Quality Management Plan (AQMP) adopted. The proposed project must address consistency with the APCD Air Quality Management Plan (AQMP) if estimated operational emissions exceed 2 lbs./day or greater for ROG or NO<sub>x</sub>, as described in the District's AQAG, *Section 4.2, Procedures for Determining Consistency with the AQMP*.

The 2016 AQMP presents Ventura County's strategy (including related mandated elements) to attain the 2008 federal 8-hour ozone standard by 2020, as required by the federal Clean Air Act Amendments of 1990 and applicable U.S. EPA clean air regulations. The 2016 AQMP uses an updated 2012 emissions inventory as baseline for forecasting data, SCAG RTP 2016 data, and CARB's EMFAC2014 emission factors for mobile sources. The 2016 AQMP uses SCAG 2016 RTP population growth projection of 40,806 by 2020 for the City of Moorpark. The latest population estimation for the City of Moorpark was 39,223 (March 2019, County of Ventura RMA). An inconsistency with the AQMP would imply an additional 1,583 residents would relocate to the City of Moorpark as a result of this project alone. Using the proposed number of

units of the project (69) and the average number of residents per dwelling unit of 3.45 (County RMA March 2019 Jurisdictions Report), and assuming all of the residents of proposed project are not residents of the city, the population will grow by about 238 residents. This projection is less than the amount needed to be inconsistent with the AQMP. Therefore, the project will be consistent with the AQMP and population growth forecasts.

Item 2- Page 9, Short-Term Construction Impacts. As previously recommended in an informal consultation with the Lead Agency, due to the proximity of sensitive receptors and lengthy construction time, we recommend all off-road construction equipment to be of Tier 3 rating and ROC content of architectural coatings to be used for the construction phase to be of low to zero-VOC (0-25 g/L ROC); this may reduce your construction emissions by about 85% to below threshold levels and can be remodeled in CalEEMod Version 2016.3.2 for a more accurate mitigation quantification. Additionally, including more accurate information regarding the proposed type and amount of construction equipment into the air emissions model than the default input settings may further reduce the construction emissions.

Item 3- Page 16, GHGs. The interim South Coast Air Quality Management District GHG numerical threshold for stationary sources is 10,000 Metric Tons of CO<sub>2</sub>e per Year (MT/Yr CO<sub>2</sub>e). The 3,000 MT/Yr CO<sub>2</sub>e numerical threshold applies to residential/commercial sources. Please make this change in item a.

Thank you for the opportunity to review your project's IS and ND and provide recommendations. If you have any questions, please call me at (805) 645-1426 or email [nicole@vcapcd.org](mailto:nicole@vcapcd.org).

**DEPARTMENT OF TRANSPORTATION**  
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*Making Conservation  
a California Way of Life.*

August 1, 2019

Freddy A. Carrillo  
City of Moorpark, Community Development Department  
799 Moorpark Avenue  
Moorpark, California 93021

RE: Initial Study and Negative Declaration (ND)  
– Green Island Villas  
SCH# 2019079018  
GTS# 07-VEN-2016-00308  
Vic. VEN-118/ PM 17.07

Dear Freddy A. Carrillo:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The project consists of a request to develop 69 multi-family residential condominiums, a two-story recreational center proposed to include a community clubhouse, day-care, fitness center and restrooms, an outdoor swimming pool, dog park and associated landscape and hardscape site improvements on a previously-developed 4.01-acre lot, at 635 Los Angeles Avenue. A two-car garage will be included with each unit and a total of 35 surface guest parking spaces will be dispersed throughout the site for a total of 173 parking spaces. Primary street access to the property is provided by California State Route 118 (Los Angeles Avenue) and residents will have secondary access to the east, through the adjacent Mission Bell Plaza shopping center.

After reviewing the Initial Study and Negative Declaration, Caltrans has the following comments:

1. Primary street access to the property is provided by SR-118 (Los Angeles Ave.), which generally runs in an east-west direction and is located just south of the Project Site. SR-118 (Los Angeles Ave.) is a six-lane arterial; however, the segment of SR-118 adjacent to the project site consists of two travel lanes in each direction.
2. Since the proposed project would increase the population at the project site as well as the overall population in Moorpark community, an increase in traffic volume on SR-118 is anticipated. Please include the Trip Generation Assessment conducted by Gibson Transportation Consulting, Inc. referenced in the Initial Study in your response so that it can be reviewed. If the study assumes that occupants of the development will not be using the state transportation system, please provide Caltrans with a more detailed justification on why a full traffic study is not needed.
3. As required by SB 743, Caltrans is moving towards replacing Level of Service (LOS) with Vehicle Miles Traveled (VMT) when evaluating traffic impacts. For any future project we encourage the Lead Agency to develop a verifiable performance-based VMT criteria.

Freddie A. Carrillo

August 1, 2019

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- a. Senate Bill 743 (2013) mandates that CEQA review of transportation impacts of proposed development be modified by using Vehicle Miles Traveled (VMT) as the primary metrics in identifying impacts for all future development projects. You may reference to The Governor's Office of Planning and Research (OPR) for more information: <http://opr.ca.gov/ceqa/updates/guidelines/>.
  - b. Developing a verifiable performance VMT criteria is critical as the TIS will be based on VMT metrics.
4. There are multiple references to the developer paying into a "Los Angeles Avenue Area of Contribution Fee" throughout the Initial Study. Los Angeles Avenue is a State Route (SR-118) through the project area and within Caltrans' Right of Way. If these funds are being used to improve the corridor and mitigate transportation impacts, then please share these details with Caltrans, as a high level of collaboration will be required for any improvements on SR-118.
  5. Please provide full details on the driveway layout access to and from SR-118.
  6. As the project is adjacent to Caltrans Right of Way and will require driveway construction and access directly onto SR-118, multiple Caltrans permit and design approvals will be required.
  7. Any transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles on State highways will need a Caltrans transportation permit. We recommend large size truck trips be limited to off-peak commute periods.
  8. Please also provide a Construction Traffic Management Plan (CTMP).

**Construction Traffic Management Plan.** Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Traffic Management Plan (CTMP) for review and approval by City staff. The CTMP would include street closure information, detour plans, haul routes, staging plans, parking management plans and traffic control plans. The CTMP would formalize how construction would be carried out and identify specific actions that would be required to reduce adverse effects on the surrounding community. The CTMP should be based on the nature and timing of the specific construction activities and account for other concurrent construction projects near the project site. The following elements shall be implemented, as appropriate:

- Schedule construction activities to reduce the effects on traffic flows on surrounding arterial streets during peak hours.
- Obtain the required permits for truck haul routes prior to issuance of any permit for the project.
- The project contractor shall identify and enforce truck haul routes deemed acceptable by the City and Caltrans for construction trucks.
- Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic, if needed.
- Accommodate all equipment and worker parking on-site to the extent feasible.
- Provide safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers.

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- Provide for temporary traffic control during all construction activities adjacent to the public right-of-way to improve traffic flow on public roadways (e.g., flag men).
- Schedule construction-related deliveries to reduce travel during commuter peak hours.
- We recommend approval from Caltrans for any lane closures during construction period.
- We recommend the design of all construction underneath the State Route and Caltrans Right of Ways be approved by Caltrans.
- Permits from Caltrans will be required for heavy trucks and machinery/vehicles travelling on the State Route.

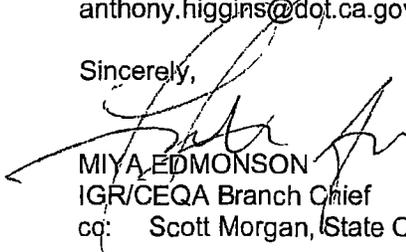
Further information included for your consideration;

Caltrans seeks to promote safe, accessible multimodal transportation. There are multiple methods to reduce pedestrian and bicyclist exposure to vehicles. These methods include the construction of physically separated facilities such as sidewalks, raised medians, refuge islands, or a reduction in crossing distances through roadway narrowing. Visual indicators such as, but not limited to, pedestrian and bicyclist warning signage, flashing beacons, crosswalks, signage, and striping should be used to indicate to motorists that they can expect to see and yield to pedestrians and people on bikes. Visual indication from signage can be reinforced by road design features such as narrow lane widths, landscaping, street furniture, and other design elements.

With regards to parking, Caltrans supports reducing the amount of parking whenever possible. Research on parking suggests that abundant car parking enables and encourages driving. Research looking at the relationship between land-use, parking, and transportation indicates that the amount of car parking supplied can undermine a project's ability to encourage public transit use. For any project to better promote public transit and reduce vehicle miles traveled, we recommend the implementation of Transportation Demand Management (TDM) strategies.

If you have any questions, please contact project coordinator Anthony Higgins, at [anthony.higgins@dot.ca.gov](mailto:anthony.higgins@dot.ca.gov) and refer to GTS# 07-VEN-2016-00308.

Sincerely,



MIYA EDMONSON

IGR/CEQA Branch Chief

cc: Scott Morgan, State Clearinghouse



**WATERSHED PROTECTION**  
WATERSHED PLANNING AND PERMITS DIVISION  
800 South Victoria Avenue, Ventura, California 93009  
Sergio Vargas, Deputy Director – (805) 650-4077

**M E M O R A N D U M**

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**DATE:** July 23, 2019

**TO:** Freddy Carrillo Case Planner  
City of Moorpark

**FROM:** Nathaniel Summerville, Engineer III-Advanced Planning Section

**SUBJECT:** GREEN ISLAND VILLAS  
APN(s) 511-0-141-130  
ZONE 3  
WATERSHED PROTECTION PROJECT NUMBER: WC2019-0052  
INCOMPLETE

Pursuant to your request dated July 5, 2019, this office has reviewed the submitted materials and provides the following comments:

**PROJECT LOCATION:**

635 Los Angeles Ave., Moorpark, CA

**PROJECT DESCRIPTION:**

The project consists of a request to develop 69 multi-family residential condominiums, a two-story recreational center proposed to include a community clubhouse, day-care, fitness center and restrooms, an outdoor swimming pool, dog park and associated landscape and hardscape site improvements on a 4.01-acre unpaved lot, at 635 Los Angeles Avenue. The project would include 16 two-story residential buildings, with a total of 18 two-bedroom units and 51 three-bedroom units. Each unit would include a two-car garage. A total of 35 surface guest parking spaces would be dispersed throughout the site. Amenities would include a recreational center with a multi-purpose room and gymnasium, and a swimming pool. Primary street access to the property would be provided by California State Route 118 (Los Angeles Avenue) and residents would have secondary access to the east, through the adjacent Mission Bell Plaza shopping center.

**APPLICATION COMPLETENESS:**

**INCOMPLETE** - from our area of concern.

**WATERSHED PROTECTION DISTRICT COMMENTS:**

Green Island Villas  
July 23, 2019  
Page 2 of 2

Comments from Advanced Planning Section:

The project is located immediately adjacent to Moorpark Storm Drain No. 2, which is a Ventura County Watershed Protection District (District) Jurisdictional redline channel. The project proponent is hereby informed that it is the District's standard that a project cannot impair, divert, impede, or alter the characteristics of the flow of water running in any District jurisdictional red line channel under the requirements of Ordinance WP-2. Please be aware that Moorpark Storm Drain No. 2 has been identified as having limited flood carrying capacity and no increase in peak runoff will be allowed. The Project must provide adequate mitigation measures to comply with the District's standard for peak attenuation, which is that the runoff after development shall not exceed the peak flow under existing conditions for any frequency of event or, alternatively, apply the city standard; whichever is most restrictive shall apply. Analysis should consider the 100-year, 50-year, 25-year, and 10-year design storm frequencies.

Additionally, project findings should verify compliance with the Ventura County Watershed Protection District hydrology data and the 2017 Hydrology Manual and follow the Watershed Protection District "Guide for Hydrology and Hydraulic Study Report" found at following website:

<http://pwportal.ventura.org/WPD/onestop/guidelines/Guide%20for%20Hydra.pdf>

Please submit a complete Drainage Report that, at a minimum, includes the following items:

- Sign and Seal from Licensed Engineer
- Figures/Hydrology Maps
- Hydrologic and Hydraulic Calculations
- Stormwater Calculations
- Mitigation Measures
- Offsite Flows
- Stormwater Quality Treatment Devices
- FEMA Maps
- Storm Drainage Plan (showing outlets and complete storm drain network)

**WATERSHED PROTECTION DISTRICT CONDITIONS:**

**Mitigation:** The proposed development shall incorporate mitigation measures to address cumulative impacts due to the proposed increase in imperviousness. Project shall not increase peak storm runoff in any frequency of storm events consistent with District policy and WP-2 Ordinance or, alternatively, apply the city standard; whichever is most restrictive shall apply.

**END OF TEXT**

## MEMORANDUM

### COMMUNITY DEVELOPMENT DEPARTMENT

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**TO:** Honorable Planning Commission  
**FROM:** Freddy A. Carrillo, Associate Planner II  
**DATE:** October 22, 2019  
**SUBJECT:** Green Island Villas Initial Study and Negative Declaration:  
Summary of Comments Received and Staff Response

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The Green Island Villas Initial Study and Negative Declaration was circulated for public review between July 2, 2019 and August 6, 2019. Three comment letters were subsequently received from the Ventura County Air Pollution Control District; California Department of Transportation; and Ventura County Watershed Protection District. None of the comments received resulted in changes to the Initial Study and Negative Declaration (IS/ND).

These comments and Staff's response to each are provided below.

#### Ventura County Air Pollution Control District (VCAPCD)

Comment: The environmental document needs to include analysis using the 2016 Ventura County Air Quality Management Plan (AQMP). In addition, include the South Coast Air Quality Management District greenhouse gas numerical threshold for residential sources of 3,000 Metrics Tons per year (MTPY) of carbon dioxide equivalent (CO<sub>2</sub>e). Lastly, due to the proximity of sensitive receptors and lengthy construction time, VCAPCD recommends all off-road construction equipment to be Tier 3 rating and reactive organic compounds (ROC) content of architectural coating to be used for construction phase to be low to zero-volatile organic compounds (VOC) (0-25 g/L ROC).

- The IS/ND did not identify any significant air quality impacts associated with the project, however a condition of approval is included that requires off-road construction equipment to be Tier 3 rating and ROC content of architectural coating to be used for construction phase to be low to zero- VOC (0-25 g/L ROC). The Applicant will also be required to obtain permits from VCAPCD. No changes to the project resulted from this comment.

#### California Department of Transportation (CalTrans)

Comment: Caltrans has requested a copy of the revised Trip Generation Assessment report conducted by Gibson Transportation Consulting, Inc., and a site plan showing full details on the driveway layout access to and from Los Angeles Avenue (SR-118).

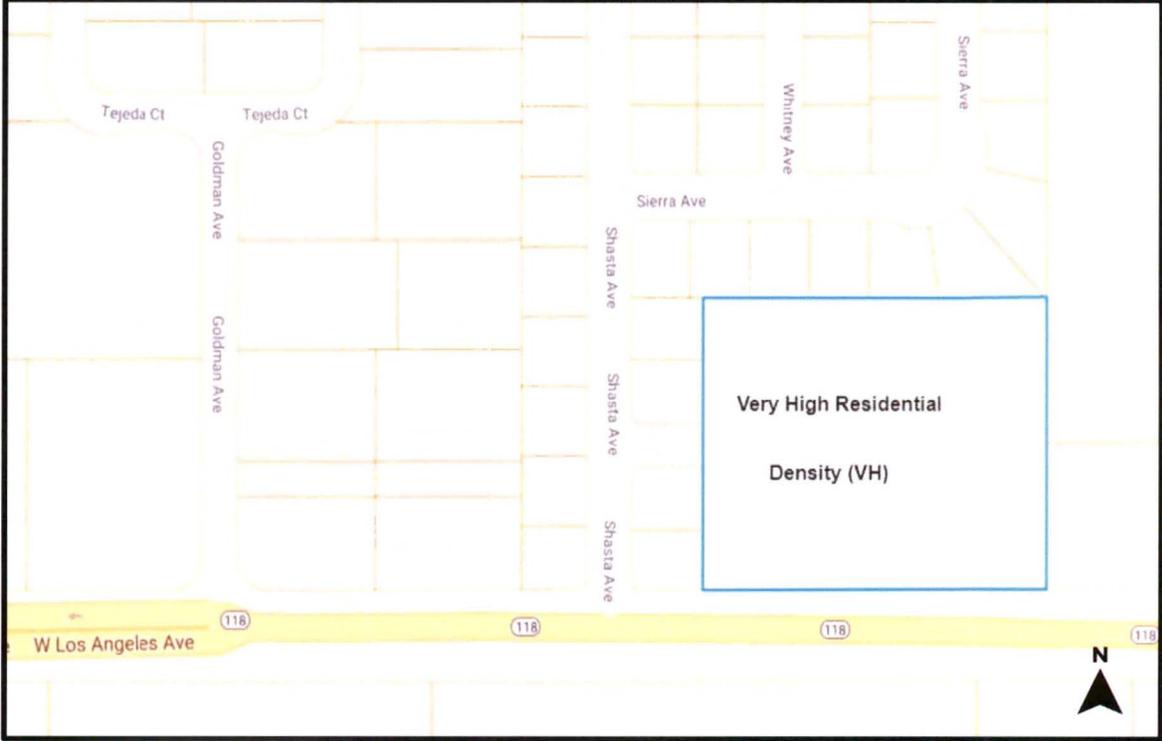
- Staff submitted a copy of the revised Trip Generation Assessment report and site plan showing full details of the driveway layout. The Applicant will also be required to obtain Caltrans permit and design approvals, and submit a Construction Traffic Management Plan (CTMP) for the review and approval of Caltrans.

Ventura County Watershed Protection District (VCWPD)

Comment: The VCWPD has concerns on the flow of water running into the District's Moorpark Storm Drain No. 2 red line channel. This storm drain has been identified as having limited flood carrying capacity. Also, the project finding should verify compliance with the VCWPD hydrology data and 2017 Hydrology Manual and follow the Watershed Protection District "Guide for Hydrology and Hydraulic Study Report".

- Staff has added a condition of approval to obtain permits required by the VCWPD prior to issuance of a building permit. No changes to the project are proposed and no significant hydrology/water quality issues have been identified in the IS/ND.

**EXHIBIT B  
PROPOSED GENERAL PLAN DESIGNATION**



Very High Residential Density (VH)

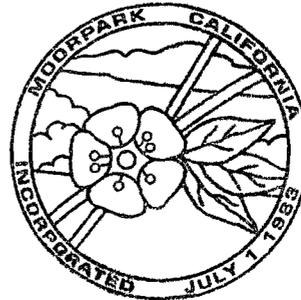
STATE OF CALIFORNIA                    )  
COUNTY OF VENTURA                 )     ss.  
CITY OF MOORPARK                    )

I, Ky Spangler, City Clerk of the City of Moorpark, California, do hereby certify under penalty of perjury that the foregoing Resolution No. 2020-3887 was adopted by the City Council of the City of Moorpark at a regular meeting held on the 19th day of February, 2020, and that the same was adopted by the following vote:

- AYES:       Councilmembers Enegren, Mikos, Pollock, Simons, and Mayor Parvin
- NOES:       None
- ABSENT:     None
- ABSTAIN:   None

WITNESS my hand and the official seal of said City this 19th day of February, 2020.

  
\_\_\_\_\_  
Ky Spangler, City Clerk  
(seal)



**ORDINANCE NO. 482**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOORPARK, APPROVING DEVELOPMENT AGREEMENT NO. 2014-03 BY AND BETWEEN THE CITY OF MOORPARK AND SKY LINE 66, LLC, FOR GENERAL PLAN AMENDMENT NO. 2014-01, ZONE CHANGE NO. 2014-01, RESIDENTIAL PLANNED DEVELOPMENT NO. 2014-02, AND VESTING TENTATIVE TRACT MAP NO. 5869, A 69 UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT, RECREATION CENTER, AND ASSOCIATED SITE IMPROVEMENTS AT 635 LOS ANGELES AVENUE

WHEREAS, Section 65864, Article 2.5, Chapter 4, Division 1, Title 7 of the State Planning and Zoning Law provides that cities may enter into contractual obligations known as Development Agreements with persons having equitable interest in real property for development of that property; and

WHEREAS, on October 14, 2014, applications for General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03 were filed by Menashe Kozar for Sky Line 66, LLC, for the construction of a 69 unit multi-family residential condominium development, including a recreation center and associated site improvements, located at 635 Los Angeles Avenue; and

WHEREAS, on January 28, 2020, the Planning Commission adopted Resolution No. 2020-647, recommending to the City Council to adopt a Negative Declaration and conditional approval of General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03; and

WHEREAS, at a duly noticed public hearing on February 19, 2020, the City Council considered the Development Agreement and public testimony related thereto; and

WHEREAS, the City Council has considered all points of public testimony relevant to the Development Agreement and has given careful consideration to the content of the Development Agreement, and has reached a decision on the matter; and

WHEREAS, on February 19, 2020, the City Council adopted Resolution No. 2020-3887, adopting a Negative Declaration and approving General Plan Amendment No. 2014-01 and introducing Ordinance No. 481, approving Zone Change No. 2014-01, for the project referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Moorpark does hereby find as follows:

- A. The provisions of the development agreement are consistent with the General Plan in that the proposed project will provide for the orderly development of land identified in the City's General Plan and Zoning Ordinance as appropriate for residential development and the Development Agreement will strengthen the planning process by providing vesting of development rights, addressing timing of development, determining development fees, and providing affordable housing.
- B. The provisions of the agreement are consistent with Chapter 15.40 of the Moorpark Municipal Code in that the City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property within its boundaries for the development of such property in order to establish certainty in the development process.

SECTION 2: The City Council hereby adopts the Development Agreement attached hereto and incorporated herein (Exhibit A) between the City of Moorpark, a municipal corporation, and Sky Line 66, LLC and the City Clerk is hereby directed to cause one copy of the signed, adopted agreement to be recorded with the County Recorder no later than ten (10) days after the City enters into the development agreement pursuant to the requirements of Government Code Section 65868.5.

SECTION 3: Upon the effective date of this ordinance, the Community Development Director shall cause the property that is the subject of the Development Agreement to be identified on the Zoning Map of the City by the designation "DA" followed by the dates of the term of said Agreement.

SECTION 4. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance; shall enter the same in the book of original ordinances of said City; shall make a written record of the passage and adoption thereof in the minutes of the proceedings of the City Council at which the same is passed and adopted; and shall publish notice of adoption in the manner required by law.

PASSED AND ADOPTED this 4th day of March, 2020.

  
\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

  
\_\_\_\_\_  
Ky Spangler  
City Clerk



Exhibit A: Development Agreement with Exhibits

**EXHIBIT A  
DEVELOPMENT AGREEMENT**

Recording Requested By  
And When Recorded Return to:

CITY CLERK  
CITY OF MOORPARK  
799 Moorpark Avenue  
Moorpark, California 93021

EXEMPT FROM RECORDER'S FEES  
Pursuant to Government Code  
§ 6103

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
CITY OF MOORPARK  
AND  
SKY LINE 66, LLC**

## DEVELOPMENT AGREEMENT

This Development Agreement the ("Agreement") is made and entered into on \_\_\_\_\_, 2020 by and between the CITY OF MOORPARK, a municipal corporation (referred to hereinafter as "City") and SKY LINE 66, LLC, a California Limited Liability Company, the owner of real property within the City of Moorpark generally referred to as Residential Planned Development Permit 2014-02 (referred to hereinafter as "Developer"). City and Developer are referred to hereinafter collectively as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. Recitals: This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:
  - 1.1 Pursuant to Government Code Section 65864 et seq. and Moorpark Municipal Code Chapter 15.40, City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property within its boundaries for the development of such property in order to establish certainty in the development process.
  - 1.2 Sky Line 66, LLC, is the owner in fee simple of certain real property in the City of Moorpark identified in the legal description set forth in Exhibit "A" which exhibit is attached hereto and incorporated by reference, commonly known as 635 Los Angeles Avenue, referred to hereinafter as the "Property".
  - 1.3 Prior to, and in connection with, the approval of this Agreement, the City Council reviewed the project to be developed pursuant to this Agreement as required by the California Environmental Quality Act ("CEQA.") On February 19, 2020, the City Council adopted Resolution No. 2020-3887, adopting the Negative Declaration ("ND") prepared for this Agreement and the Project Approvals as defined in Subsection 1.4 of this Agreement.
  - 1.4 General Plan Amendment (GPA) No. 2014-01, Zone Change (ZC) No. 2014-01, Residential Planned Development (RPD) Permit No. 2014-02, Vesting Tentative Tract Map (TTM) No. 5869 including all subsequently approved modifications and permit adjustments to the RPD Permit, TTM, and all amendments thereto (collectively "the Project Approvals"; individually "a Project Approval") provide for the development of the Property with sixty-nine (69) townhouse condominiums and the construction of any improvements in connection therewith ("the Project").

- 1.5 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Property in accordance with the Project Approvals and this Agreement. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.
  - 1.6 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Property in accordance with the Project Approvals and this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and conditions imposed upon the development of the Property pursuant to the Project Approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.
  - 1.7 City and Developer acknowledge and agree that the consideration to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of City, as currently amended.
  - 1.8 On October 22, 2019, the Planning Commission commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing on January 28, 2020, recommended approval of this Agreement.
  - 1.9 On February 19, 2020, the City Council of City ("City Council") commenced a duly noticed public hearing on this Agreement, and following the conclusion of the hearing closed the hearing and introduced and provided first reading to Ordinance No. 482 ("the Enabling Ordinance") that approves this Agreement. Thereafter on March 4, 2020, the City Council gave second reading to and adopted the Enabling Ordinance.
2. Property Subject To This Agreement. All of the Property shall be subject to this Agreement. The Property may also be referred to hereinafter as "the site."
  3. Binding Effect. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, each Party and each successive successor in interest thereto (subject to Subsection 3.2 below) and constitute covenants that run with the Property. Whenever the terms "City" and "Developer" are used herein, such terms shall include every successive successor in interest thereto.
    - 3.1 Constructive Notice and Acceptance. Every person who acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to the Agreement is

contained in the instrument by which such person acquired such right, title or interest, subject to Subsection 3.2 below.

3.2 Release Upon Subsequent Transfer. Upon the conveyance of Developer's interest in the Property or any portion thereof by Developer or its successor(s) in interest, the transferor shall be released from its obligations hereunder with respect to the portion of Property conveyed as of the effective date of the conveyance, provided that the transferee expressly assumes all obligations of the transferred portion of the Property and a copy of the executed assignment and assumption agreement is delivered to the City prior to the conveyance. Failure to provide a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of the transferee pursuant to this Agreement. Nothing contained herein shall be deemed to grant to City discretion to approve or deny any such conveyance, except as provided in Subsection 6.13 of this Agreement with respect to the sale of completed "affordable units" (as defined in that subsection) to qualified buyers. Notwithstanding the foregoing, this Agreement shall not be binding upon the transferee of a Completed Unit with respect to the transferee's interest in such Completed Unit, and the rights and obligations of Developer under this Agreement shall not run with the portion of the Property that is conveyed with the Completed Unit after such conveyance of the Completed Unit by Developer or its successor in interest. For purposes of this Agreement, "Completed Unit" means a completed residential unit within the Property for which the City has issued a certificate of occupancy.

4. Development of the Property. The following provisions shall govern the subdivision, development and use of the Property.

4.1 Permitted Uses. The permitted and conditionally permitted uses of the Property shall be limited to those that are allowed by the Project Approvals and this Agreement.

4.2 Development Standards. All design and development standards, including but not limited to density or intensity of use and maximum height and size of buildings, that shall be applicable to the Property are set forth in the Project Approvals and this Agreement.

4.3 Building Standards. All construction on the Property shall adhere to all City building codes in effect at the time the plan check or permit is approved per Title 15 of the Moorpark Municipal Code and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

Notwithstanding the preceding sentence, each building in the project shall have roof mounted solar panels and related facilities

conforming with 2019 California Building Code Title 24, Part 6, Building Energy Efficiency Standards for the generation of electricity for each condominium unit. The system design of roof-mounted solar facilities must be completed in such a manner that electricity production can either be provided for each unit independently of other units, or provided for several units and then divided among all such units with each unit getting proportional credit for the solar energy produced.

4.4 Reservations and Dedications. All reservations and dedications of land for public purposes that are applicable to the Property are set forth in the Project Approvals and this Agreement.

5. Vesting of Development Rights.

5.1 Vested Right to Develop; Timing of Development. Developer and its successors in interest shall have the vested right to develop the Property in accordance with the terms and provisions of the Project Approvals and this Agreement. The Parties intend that this Agreement, together with the Project Approvals, shall serve as the controlling document for all subsequent actions, discretionary and ministerial, relating to the development and occupancy of the Property, including, without limitation, all Subsequent Approvals (as defined below). Developer shall have the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment.

No future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property provided the Property is developed in accordance with the Project Approvals and this Agreement. Nothing in this subsection shall be construed to limit City's right to ensure that Developer timely provides all infrastructure required by the Project Approvals, Subsequent Approvals, and this Agreement.

5.2 Amendment of Project Approvals. No amendment of any of the Project Approvals, whether adopted or approved by the City Council or through the initiative or referendum process, shall apply to any portion of the Property, unless the Developer has agreed in writing to the amendment.

5.3 Issuance of Subsequent Approvals. Applications for land use approvals, entitlements and permits, including without limitation subdivision maps (e.g. tentative, vesting tentative, parcel, vesting parcel, and final maps), subdivision improvement agreements and other agreements relating to the Project, lot line adjustments, preliminary and final planned development permits, use permits, design review approvals (e.g. site plans, architectural plans and landscaping plans), encroachment permits, and sewer and water connections that are necessary to or desirable for the development of the Project (collectively "the Subsequent Approvals"; individually "a Subsequent Approval") shall be consistent with the Project Approvals and this Agreement. For purposes of this Agreement, Subsequent Approvals do not include building permits.

Subsequent Approvals shall be governed by the Project Approvals and by the applicable provisions of the Moorpark General Plan, the Moorpark Municipal Code and other City ordinances, resolutions, rules, regulations, policies, standards and requirements as most recently adopted or approved by the City Council or through the initiative or referendum process and in effect at the time that the application for the Subsequent Approval is deemed complete by City (collectively "City Laws"), except City Laws that:

- (a) change any permitted or conditionally permitted uses of the Property from what is allowed by the Project Approvals;
- (b) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the number of proposed buildings or other improvements from what is allowed by the Project Approvals;
- (c) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner, provided that all infrastructure required by the Project Approvals to serve the portion of the Property covered by the Subsequent Approval is in place or is scheduled to be in place prior to completion of construction;
- (d) are not uniformly applied on a citywide basis to all substantially similar types of development projects or to all properties with similar land use designations;
- (e) modify the land use from what is permitted by the City's General Plan Land Use Element at the Operative Date of this Agreement or that prohibits or restricts the establishment or expansion of urban services including but not limited to community sewer systems to the Project.

- 5.4 Modification of Approvals. Throughout the term of this Agreement, Developer shall have the right, at its election and without risk to or waiver of any right that is vested in it pursuant to this section, to apply to City for modifications to Project Approvals and Subsequent Approvals. The approval or conditional approval of any such modification shall not require an amendment to this Agreement, provided that, in addition to any other findings that may be required in order to approve or conditionally approve the modification, a finding is made that the modification is consistent with this Agreement and does not alter the permitted uses, density, intensity, maximum height, size of buildings or reservations and dedications as contained in the Project Approvals.
- 5.5 Issuance of Building Permits. No Building Permit shall be unreasonably withheld or delayed from Developer if Developer is in compliance with this Agreement and the Project Approvals and Subsequent Approvals. In addition, no Final Building Permit final inspection or Certificate of Occupancy will be unreasonably withheld or delayed from Developer if all infrastructure required by the Project Approvals, Subsequent Approvals, and this Agreement to serve the portion of the Property covered by the Final Building Permit is in place or is scheduled to be in place prior to completion of construction, the Developer is in compliance with all provisions of this Agreement, the Project Approvals and Subsequent Approvals, and all of the other relevant provisions of the Project Approvals, Subsequent Approvals and this Agreement have been satisfied. Consistent with Subsection 5.1 of this Agreement, in no event shall building permits be allocated on any annual numerical basis or on any arbitrary allocation basis.
- 5.6 Moratorium on Development. Nothing in this Agreement shall prevent City, whether by the City Council or through the initiative or referendum process, from adopting or imposing a moratorium on the processing and issuance of Subsequent Approvals and building permits and on the finalizing of building permits by means of a final inspection or certificate of occupancy, provided that the moratorium is adopted or imposed (i) on a Citywide basis to all substantially similar types of development projects and properties with similar land use designations and (ii) as a result of a utility shortage or a reasonably foreseeable utility shortage including without limitation a shortage of water, sewer treatment capacity, electricity or natural gas.

6. Developer Agreements.

6.1 Development as a Residential Project. Developer shall comply with (i) this Agreement, (ii) the Project Approvals, (iii) all Subsequent Approvals for which it was the applicant or a successor in interest to the applicant, and (iv) ND and any subsequent or supplemental environmental actions. Developer agrees not to apply for any non-residential uses on the Property. The clubhouse and private recreational facilities are considered to be part of the residential uses.

6.2 Condition of Dedicated or Conveyed Property. All lands and interests in land dedicated to City shall be free and clear of liens and encumbrances other than easements or restrictions that do not preclude or interfere with use of the land or interest for its intended purpose, as reasonably determined by City.

6.3 Development Fee Per Unit. As a condition of the issuance of a building permit for each residential dwelling unit within the Property, Developer shall pay City a one-time development fee as described herein (the "Development Fee"). The Development Fee may be expended by City in its sole and unfettered discretion. The amount of the Development Fee shall be Nine Thousand Two Hundred Dollars (\$9,200.00) per residential unit. The Development Fee shall be adjusted annually commencing January 1, 2021, by the Consumer Price Index (CPI). The annual CPI adjustment shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October.

In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

6.4 Traffic Mitigation Fee. As a condition of the issuance of building permit for each residential dwelling unit within the boundaries of the Property, Developer shall pay City a one-time traffic mitigation fee as described herein ("Citywide Traffic Fee"). The Citywide Traffic Fee may be expended by City in its sole and unfettered discretion. The amount of the Citywide Traffic Fee shall be Twelve Thousand Five Hundred Dollars (\$12,500.00) per residential unit. The Citywide Traffic Fee shall be adjusted annually commencing January 1, 2021 and annually thereafter by the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period

available on December 31 of the preceding year ("annual indexing"). In the event there is a decrease in the Bid Price Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

- 6.5 Los Angeles Avenue Area of Contribution (LAAOC) Fees. Developer shall pay the LAAOC fee in effect at the time of building permit issuance for each residential dwelling unit within the Property.
- 6.6 Air Quality Fees. Developer agrees to pay to City a one-time air quality fee, as described herein ("Air Quality Fee"), in satisfaction of the Transportation Demand Management Fund requirement for the Project. The Air Quality Fee may be expended by City in its sole discretion for reduction of regional air pollution emissions.

The Air Quality Fee shall be One Thousand Seven Hundred Nine Dollars (\$1,709.00) per residential dwelling unit within the Property to be paid prior to the issuance of a building permit for each residential dwelling unit in the Project. If the Air Quality Fee is not paid by January 1, 2021, then commencing on January 1, 2021, and annually thereafter, the Air Quality Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all fees have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior month of October. In the event there is a decrease in the CPI for any annual indexing, the fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.

- 6.7 Park Fees. Prior to the issuance of the building permit for each residential dwelling unit within the Property, Developer shall pay a one-time fee in lieu of the dedication of parkland and related improvements ("Park Fee"). The amount of the Park Fee shall be Ten Thousand Five Hundred Dollars (\$10,500.00) for each residential dwelling unit within the Property. If the Park Fee is not paid by January 1, 2021, the Park Fee shall be adjusted annually commencing January 1, 2021 by the larger increase of a) or b) as follows:

- (a) The change in the CPI. The change shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October; or
- (b) The calculation shall be made to reflect the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year (annual indexing).

In the event there is a decrease in both of the referenced Indices for any annual indexing, the Park Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. Developer agrees that the above-described payments shall be deemed to satisfy the parkland dedication requirement set forth in California Government Code Section 66477 et seq. for the Property.

- 6.8 Community Services Fee. As a condition of issuance of a building permit for each residential dwelling unit within the boundaries of the Project, Developer shall pay City a one-time community services fee as described herein (Community Services Fee). The Community Services Fees may be expended by City in its sole and unfettered discretion. The amount of the Community Services Fees shall be Two Thousand Seven Hundred Dollars (\$2,700.00) per residential dwelling unit. Commencing on January 1, 2021, and annually thereafter, the Community Services Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all Community Service Fee have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during this prior year. The calculation shall be made using the month of October over the prior month of October or in the event there is a decrease in the CPI for any annual indexing, the Community Service Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.

- 6.9 Art in Public Places Fee. Developer agrees to pay the Art in Public Places Fee (Art Fee) in effect at the time of building permit issuance for each building prior to the issuance of the building permit for that residential building within the Project consistent with City Resolution No. 2005-2408 or any Successor Resolution (1.0 percent of total building valuations excluding land value and off-site improvement costs).
- 6.10 Other Development and Processing Fees. In addition to fees specifically mentioned in this Agreement, Developer agrees to pay all City capital improvement, development, and processing fees at the rate and amount in effect at the time the fee is required to be paid. Said fees include but are not limited to Library Facilities Fees, Police Facilities Fees, Fire Facilities Fees, drainage, entitlement processing fees, and plan check and permit fees for buildings and public improvements. Developer further agrees that unless specifically exempted by this Agreement, it is subject to all fees imposed by City at the Operative Date of this Agreement and such future fees imposed as determined by City in its sole discretion so long as such fees are imposed on projects similar to the Project or on property similar to the Property.
- 6.11 Processing Fees. On the Operative Date, Developer shall pay all outstanding City processing costs related to preparation of this Agreement, the Project Approvals and the ND.
- 6.12 Community Facilities District.
- (a) It is the mutual intent of the Parties that the development of the Project will not have any impact on or require any contribution from the General Fund of the City. To facilitate such intent, the City and Developer shall use reasonable efforts to form a Community Facilities District(s) ("CFD"), pursuant to Chapter 2.5 of Part 1 of Division 2 of the California Government Code (the "CFD Act"), for the purposes of financing facilities and services required to be constructed, provided or funded under this Agreement, as the City determines are lawfully and appropriately financed by the CFD. Such facilities and services may include but are not limited to fees, construction and installation of landscaping, and future costs for the maintenance of landscaping and irrigation of the landscaped area.
- (b) Developer shall: (i) file with the City a petition for the [formation of / annexation to] the CFD, (ii) provide any deposit required by Section 53318 of the CFD Act, (iii) not oppose formation of the CFD and (iv) vote in favor of the special tax to fund the CFD.

- (c) Developer acknowledges and agrees that the City will not accept any improvements or facilities to be maintained by the CFD nor shall the Developer receive any payments from the CFD for any improvements or facilities until such facilities and improvements have been inspected and the City determines in its reasonable discretion, that such improvements and facilities have been completed in accordance with the applicable plans, and have no liens outstanding.
- (d) Prior to approval of the first final map for the Project, the City Council at its sole discretion may determine that all or a part of the improvements planned to be included in the CFD may instead be placed in the Homeowners' Association for the Project.

6.13 Densities Allowed for Development and Affordable Housing.

- (a) Developer agrees that densities vested and incentives and concessions received in the Project Approvals include all densities available as density bonuses and all incentives and concessions to which Developer is entitled under the Moorpark Municipal Code, Government Code Sections 65915 through 65917.5 or both; Developer shall not be entitled to further density bonuses or incentives or concessions and further agrees, in consideration for the density bonus obtained through the Project Approvals that is greater than would otherwise be available, to provide eleven (11) housing units, with a minimum of 1,800 square feet and three (3) bedrooms, 2.5 baths each, affordable to low income households (not to exceed 80% of median income adjusted for family size). These eleven (11) housing units may be referred to as affordable units or units affordable to low income households or required affordable units.
- (b) Developer explicitly acknowledges that its agreement to construct these affordable units is given both as specific consideration for both the density bonus and in general as consideration for City's willingness to negotiate and enter into this Agreement and for the valuable consideration given by City through this Agreement. Developer further acknowledges that its agreement to construct these affordable units is not the result of an existing policy or regulation imposed by City but instead is the result of arm's length negotiation between Parties.

- (c) Developer further agrees that it shall provide the required number of affordable housing units as specified above regardless of the cost to acquire or construct said housing units. Developer further agrees that City has no obligation to use eminent domain proceedings to acquire any of the required affordable housing units and that this Subsection 6.13 is specifically exempt from the requirements of Subsection 7.2.
  
- (d) Prior to recordation of the first Final Map for this Project, the parties agree to execute an Affordable Housing Purchase and Sale Agreement (Affordable Housing Agreement) that sets forth the Developer's and City's obligations and provides procedures and requirements to ensure that all of the required affordable housing units are provided consistent with this Agreement and applicable State laws and remains affordable for the longest feasible time. The Affordable Housing Agreement shall include but not be limited to the following items: Initial Purchase Price, market value, buyer eligibility, affordability and resale covenants and restrictions, equity share and second trust deed provision, respective role of City and Developer, the responsibility of providing the affordable units by each developer in the event of successors and/or assigns to this Agreement, quality of and responsibility for selection of amenities and applicability of home warranties to meet all or a portion of its obligation and any other items determined necessary by the City. Developer shall pay the City's direct costs for preparation and review of the Affordable Housing Agreement up to a maximum of ten-thousand Dollars (\$10,000.00).
  
- (e) All affordable units shall meet the criteria of all California Health and Safety Code statutes and implementing regulations pertaining to for-sale Affordable Housing units so as to qualify as newly affordable to low income households and to satisfy a portion of the City's Regional Housing Needs Allocation (RHNA) obligation. The affordable units required by this Agreement are consideration for City's entry into this Agreement and therefore none of the affordable units shall duplicate or substitute for the affordable housing requirement of any other developer or development project. All subsequent approvals required of City under this Subsection 6.13 shall be made at City's sole discretion. If any conflict exists between this Agreement and the Affordable Housing Agreement required by and negotiated pursuant to this Agreement or the conditions of approval for Tentative Tract Map No. 5869 and/or RPD Permit No. 2014-02, then the Affordable Housing Agreement shall prevail.

- (f) In the event the monthly Homeowner Association (HOA) fees exceed two hundred dollars (\$200.00), Developer shall deposit one hundred twenty dollars (\$120.00) for each dollar or portion thereof of the monthly HOA fees that are in excess of two hundred dollars (\$200.00) into a City administered trust account to assist with future HOA fees for each affected unit.
- (g) The Affordable Sales Price for low-income buyers shall not exceed affordable housing cost, as defined in Sec. 50052.5(b)(3) of California Health and Safety Code. Section 50052.5(h) of the California Health and Safety Code provides that an appropriate household size in terms of determining purchase price is one more person than the number of bedrooms. This means that the pricing for a three (3) bedroom unit will be based on a household of four (4) regardless of the actual size of the household purchasing the unit. For example, the monthly “affordable housing cost” for a three (3) bedroom unit would be 30% times 70% of the current median income for a household of four (4) in Ventura County, divided by twelve (12). This monthly amount includes the components identified in Section 6920 of Title 25 of the California Code of Regulation shown below (See Section 50052.5(c) of the Health and Safety Code). The Affordable Sales Price for a low income household purchasing a three (3) bedroom unit under current market conditions, based upon the following assumptions:

Low Income Buyer		
Item	Detail	Amount 3 Bedroom
Affordable Sale		\$214,000.00
Down Payment	5% of Affordable Sales Price	\$10,700.00
Loan Amount	Affordable Sales Price less Down	\$203,300.00
Interest Rate		4.65%
Monthly Property Tax	1.25% of Initial Purchase Price	223.00
LMD	Not Currently	N/A
HOA		200.00
Fire Insurance		20.00
Maintenance		30.00
Utilities		186.00

- (h) The assumptions associated with the above purchase price figures for low income households include a 5% down payment, based on Affordable Sales Price for a three (3) bedroom unit, mortgage interest rate of 4.65%, no mortgage insurance, property tax rate of 1.25%, based on Affordable Sales Price, homeowners' association dues of \$200.00 per month, fire insurance of \$20.00 per month, maintenance costs of \$30.00 per month, and utilities of \$186.00 per month for a three (3) bedroom unit.
- (i) Developer acknowledges that changes in market conditions may result in changes to the Affordable Sales Price, down payment amounts, mortgage interest rates, and other factors for both low income and very low income buyers. Furthermore, if "affordable housing cost", as defined in Section 50052.5 of California Health and Safety Code, should change in the future, the above guidelines will be modified. The Affordable Housing Purchase and Sale Agreement negotiated pursuant to this Agreement shall address this potential change.

Developer acknowledges that amounts listed in the "Low Income Buyer" table in Subsection 6.13(g), above, are for illustration purposes only and are subject to change.

- (j) In the event the City, at its sole discretion purchases one or more of the units from Developer in lieu of a qualified buyer, the Affordable Sales Price shall be based on a household size appropriate to the number of bedrooms in the unit being purchased by the City, consistent with all requirements of this Subsection 6.13. Developer agrees that, pursuant to City's rights under this Agreement and/or the Affordable Housing Agreement and prior to and upon the sale of a required unit to a qualified buyer (or City in lieu of a qualified buyer as determined by City at its sole discretion), City may at its sole discretion take any actions and impose any conditions on said sale or subsequent sale of the unit to ensure ongoing affordability to low income households and related matters. After the sale of a housing unit by Developer to a qualified buyer (or City in lieu of a qualified buyer as determined by City at its sole discretion), City, not Developer, shall have sole responsibility for approving any subsequent sale of that housing unit.
- (k) Developer agrees that City shall be responsible at its sole discretion for marketing the affordable units, selecting and qualifying eligible buyers for these units, and overseeing the escrow processes to sell the affordable units to low income

households; and providing the forms of Deed of Trust, Promissory Note, Resale Refinance Restriction Agreement and Option to Purchase Property and Notice of Affordability Restriction on Transfer of Property and all necessary contracts and related documents to ensure that the referenced affordable units remain occupied by low income households for the longest feasible time (the "Affordability Documents"). Developer further agrees that the difference between the Affordable Sales Price (as referenced in this Agreement) paid by a qualified buyer and market value shall be retained by City as a second deed of trust.

- (l) Developer shall pay closing costs for each affordable unit, not to exceed eight thousand dollars (\$8,000.00). Beginning January 1, 2021 and on January 1st for each year thereafter, the maximum eight thousand dollars (\$8,000.00) to be paid for closing costs shall be increased annually by any percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the month of October. In the event there is a decrease in the CPI for any annual indexing, the closing costs for each affordable unit shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. The referenced Developer funded closing costs shall be for the benefit of qualified buyers (or City in lieu of qualified buyers if one or more of the required units are purchased by the City) in their acquisition of a unit from Developer not Developer's acquisition of a unit from one or more third parties. The Developer's escrow cost shall not exceed the then applicable maximum amount per unit regardless of the number of escrows that may be opened on a specific unit.
- (m) Developer warrants that the quality of materials and construction techniques of the affordable units sold to the qualified low income buyers, or City shall in all manner be identical to that of all other units constructed in this Project and subject to all Conditions of Approval and shall meet all Building Codes.
- (n) The City shall have the same choices of basic finish options as purchasers of market rate units in this Project and final walk-through approval of condition of unit before close of sale. Any basic finish options provided to buyers of market rate units shall be provided to City or buyer(s) of the affordable units, including but not limited to color and style

choices for carpeting and other floor coverings, counter tops, roofing materials, exterior stucco and trim of any type, fixtures, and other decorative items. City staff person responsible for affordable housing will select basic finish options for the affordable units.

- (o) Developer agrees that all warranties for the affordable units shall be the same or better than those for the market rate units, all such warranties shall inure to the benefit of and be enforceable by the ultimate occupants of the affordable units and that all warranties by subcontractors and suppliers shall inure to the benefit of and be enforceable by such occupants. The home warranties for the affordable units shall be the same duration as the warranties for the market rate units and not less than the maximum time required by State law but in no event less than ten (10) years.
- (p) Developer agrees to provide the same amenities for the affordable units (purchased by the low income buyer, or City) as those amenities that are provided for the market rate units. The amenities shall include but not be limited to concrete roof tiles; air conditioning/central heating; garage door opener; fireplaces; washer/dryer hook-ups; garbage disposal; built-in dishwasher, stove, oven and microwave; windows; wood cabinets; shelving; counter-tops; floor coverings; window coverings; electrical outlets, lighting fixtures and other electrical items; plumbing fixtures including sinks, toilets, bathtubs and showers; and door and cabinet hardware, and shall all be of the same quality and quantity as provided in the Project's market rate units as determined by the City's Community Development Director and City staff person responsible for City's Affordable Housing Programs.
- (q) The floor plan and size of the units shall be approved by the Community Development Director and City staff person responsible for City's Affordable Housing Programs, and include a downstairs bathroom.
- (r) The parties agree that prior to and upon the sale of an affordable unit to a qualified buyer or City, City may at its sole discretion take any actions and impose any conditions on buyer eligibility and on said sale or subsequent sale of the unit to ensure ongoing affordability to low income households and related matters. Developer agrees if it sells any of the affordable units directly to qualified low income buyers, all requirements of the buyer, including, but not limited to, completion of a City approved homebuyer education training workshop and the Affordability

Documents, shall be included as a requirement of the sale. The language of all such documents shall be approved by City at its sole discretion. City has sole discretion in selecting lenders, escrow and title companies and real estate professionals to assist with the sale of the affordable units.

- (s) In the event City is unable to provide a qualified buyer when one of the low-income units has received final inspection approval, Developer shall be allowed to continue to obtain building permits and/or final inspection approval for the non-affordable units. Any low-income units remaining unsold six (6) months after the final inspection approval of the 69th unit will be purchased by the City, as provided for in the Affordable Housing Agreement. Developer is required to maintain low-income units in move-in condition until such time as the City finds a buyer. For purposes of this schedule, final inspection approval requires approval of the City's Building Official and Community Development Director.
- (t) Developer also agrees that subsidiaries, divisions or affiliates of Developer may not be used to provide lending, escrow or other services relevant to the purchase transactions for the affordable units.
- (u) If a qualified low income buyer is identified by City prior to or at the time of final inspection approval of any of the affordable units, Developer shall open escrow for the sale of said unit as provided for in the Affordable Housing Agreement, and shall enter escrow directly with the buyer identified by City, and proceed to closing of said escrow. If a qualified low income buyer has not been identified at the time Developer receives final inspection approval for an affordable unit, City, at its option, may agree to purchase the affordable unit required to be provided by Developer for the amount and at the time as provided for in this agreement. Developer and City agree to use their best efforts to complete the close of escrow within forty-five (45) days of the final inspection approval of an affordable unit.
- (v) Developer shall satisfy all mechanic's, laborer's, material man's, supplier's, or vendor's liens and any construction loan or other financing affecting any unit or lot in the Project which has been designated for an affordable unit, before the close of escrow for that affordable unit.

- (w) Developer agrees that the required construction of the low income affordable units must receive final inspection approval by Developer on terms consistent with this Agreement and the Affordable Housing Agreement as specified in the following schedule:

Prior to Occupancy of	Number of Affordable Units
20th Unit	3
40th Unit	3
60th Unit	3
69th Unit	2
Total	11

- (x) The required affordable units within the Project shall be designated as unit numbers in the Buildings within the Project consistent with Exhibit "C" attached hereto and incorporated herein. The City Manager or the City Manager's designee may approve in writing different unit numbers within the Project so long as the unit contains no less than 1,800 square feet, with a minimum of three (3) bedrooms and 2.5 baths each.
- (y) Developer shall provide the initial buyer of each Completed Unit in the Project a disclosure that the Project includes eleven (11) residential dwelling units that will be sold to qualified low income households. The disclosures shall also state that these eleven (11) residential dwelling units have deed restrictions recorded on their title that restrict the re-sale of these units only to qualified low income buyers. The form and language of the disclosure shall be approved by the City Attorney and Community Development Director and shall conform to all requirements of the applicable State agencies pertaining to real estate disclosures.

6.14 Annual Review Procedures. Developer agrees to comply with Section 15.40.150 of the Moorpark Municipal Code and any provision amendatory or supplementary thereto for annual review of this Agreement and further agrees that the annual review shall include evaluation of its compliance with the approved Project conditions of approval.

6.15 Eminent Domain. Developer agrees that any election to acquire property by eminent domain shall be at City's sole discretion, and only after compliance with all legally required procedures including but not limited to a hearing on a proposed resolution of necessity.

- 6.16 Implementation Plan. Prior to the submittal of an application for any subdivision, or any other development project or entitlement application, Developer shall submit and gain approval from City Council a plan to guarantee the Developer agreements contained in this Agreement and in the conditions of approval for the VTTM and RPD. The plan shall address the entities responsible and method and timing of guarantee for each component of Developer's obligations and is subject to City approval at its sole discretion.
- 6.17 Fee Protest Waiver. Developer agrees that any fees and payments pursuant to this Agreement and for the Project shall be made without reservation, and Developer expressly waives the right to payment of any such fees under protest pursuant to California Government Code Section 66020 and statutes amendatory or supplementary thereto. Developer further agrees that the fees it has agreed to pay pursuant to Subsections 6.3, 6.4 and 6.8 of this Agreement are not public improvement fees collected pursuant to Government Code Section 66006 and statutes amendatory or supplementary thereto.
- 6.18 CPI Indexes. In the event the "CPI" referred to in Subsections 6.3, 6.4, 6.6, 6.7 and 6.8 or the Bid Price Index referred to in Subsections 6.4 and 6.7 are discontinued or revised, a successor index with which the "CPI" and or Bid Price Index are replaced shall be used in order to obtain substantially the same result as would otherwise have been obtained if either or both the "CPI" and Bid Price Index had not been discontinued or revised.
- 6.19 City Ability to Modify. Developer acknowledges the City's ability to modify the development standards and to change the General Plan designation and zoning of the Property upon the termination or expiration of this Agreement (if the Project has not been built), and Developer hereby waives any rights they might otherwise have to seek judicial review of such City actions to change the development standards, General Plan designation and zoning to those development standards and density of permitted development to that in existence prior to the approval of GPA No. 2014-01 and ZC No. 2014-01.
- 6.20 Homeowners Association. Prior to recordation of the first final map for the Property, if required by City at its sole discretion, Developer shall form one or more property owner associations to assume ownership and maintenance of private recreation, private streets, parking lots, landscape areas, flood control and NPDES facilities and other amenities within the Project. The obligation of said Homeowners Associations shall be more specifically defined in the conditions of approval of the first tentative tract or parcel map for the property.

7. City Agreements.

- 7.1 Commitment of Resources. At Developer's expense, City shall commit reasonable time and resources of City staff to work with Developer on the processing of applications for Project Approvals and all Subsequent Approvals and Building Permits for the Project area and if requested in writing by Developer shall use overtime and independent contractors whenever possible.
- 7.2 Easement and Fee Title Acquisitions. If requested in writing by Developer and limited to City's legal authority, City at its sole and absolute discretion shall proceed to acquire, at Developer's sole cost and expense, easements or fee title to land in which Developer does not have title or interest in order to allow construction of public improvements required of Developer including any land which is outside City's legal boundaries. The process shall generally follow Government Code Section 66462.5 et seq. and shall include the obligation of Developer to enter into an agreement with City, guaranteed by cash deposits and other security as the City may require, to pay all City costs including but not limited to, acquisition of the interest, attorney fees, appraisal fees, engineering fees, City staff costs, and City overhead expenses of 15% on all out-of-pocket costs.
- 7.3 Concurrent Entitlement Processing. City agrees that whenever possible as determined by City in its sole discretion to process concurrently all land use entitlements for the Project so long as the application for such entitlements are "deemed complete" in compliance with the requirements of Chapter 4.5 Review and approval of Development Projects (Permit Streamlining Act) of the California Government Code.
- 7.4 Park Fees. City agrees that the Park Fee required under Subsection 6.7 of this Agreement meets all of Developer's obligations under applicable law for park land dedication.
- 7.5 Reimbursements from other Developments. City shall facilitate the reimbursement to Developer of any costs incurred by Developer that may be subject to partial reimbursement from other developers as a condition of approval of a tract map, development permit or development agreement with one or more other developers and at City's discretion may include provisions requiring such reimbursement to Developer for the same in such other development project conditions of approval.

- 7.6 Early Grading Agreement. The City Manager is authorized sign an early grading agreement on behalf of the City to allow rough grading of the Project prior to City Council approval of a final subdivision map. Said early grading agreement shall be consistent with the conditions of the Project approved tentative map and contingent on City Engineer and Director of Community Development acceptance of a performance bond in a form and amount satisfactory to them to guarantee implementation of the erosion control plan and completion of the rough grading; construction of on-site and off-site improvements consistent with the City Council approved Project and Tentative Map. In the case of failure to comply with the terms and conditions of the early grading agreement, the City Council may by resolution declare the surety forfeited.
8. Supersession of Agreement by Change of Law. In the event that any state or federal law or regulation enacted after the date the Enabling Ordinance was adopted by the City Council prevents or precludes compliance with any provision of the Agreement, such provision shall be deemed modified or suspended to comply with such state or federal law or regulation, as reasonably determined necessary by City.
9. Demonstration of Good Faith Compliance. In order to ascertain compliance by Developer with the provisions of this Agreement, the Agreement shall be reviewed annually in accordance with Moorpark Municipal Code Chapter 15.40. of City or any successor thereof then in effect. The failure of City to conduct any such annual review shall not, in any manner, constitute a breach of this Agreement by City, diminish, impede, or abrogate the obligations of Developer hereunder or render this Agreement invalid or void. At the same time as the referenced annual review, City shall also review Developer's compliance with the MMRP.
10. Authorized Delays. Performance by any Party of its obligations hereunder, other than payment of fees, shall be excused during any period of "Excusable Delay", as hereinafter defined, provided that the Party claiming the delay gives written notice of the delay to the other Parties as soon as possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) act of God; (b) civil commotion; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City or other local government entity to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (h) delay caused by a delay by other third party entities which are required to approve plans or documents for Developer to construct the Project, or

restrictions imposed or mandated by such other third party entities or governmental entities other than City, (including but not limited to, Ventura County Watershed Protection District); or (i) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, a Subsequent Approval or any other action necessary for development of the Project.

11. Default Provisions.

11.1 Default by Developer. The Developer shall be deemed to have breached this Agreement if it:

- (a) Practices, or attempts to practice, any fraud or deceit upon City; or willfully violates any order, ruling or decision of any regulatory or judicial body having jurisdiction over the Property or the Project, provided that Developer may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no breach of this Agreement shall be deemed to have occurred unless and until there is a final adjudication adverse to Developer; or
- (b) Fails to make any payments required under this Agreement within five (5) business days after City gives written notice to Developer that the same is due and payable; or
- (c) Breaches any of the other provisions of this Agreement and fails to cure the same within thirty (30) days after City gives written notice to Developer of such breach (or, if the breach is not able to be cured within such thirty (30) day period, Developer fails to start to cure the same within thirty (30) days after delivery of written notice by City of such breach or fails to thereafter diligently prosecute the cure to completion).

11.2 Default by City. City shall be in breach of this Agreement if it breaches any of the provisions of this Agreement and fails to cure the breach within thirty (30) days after Developer gives written notice to City of the breach (or, if the breach is not able to be cured within such thirty (30) day period, City fails to start to cure the same within thirty (30) days after delivery of written notice from Developer of such breach or fails to thereafter diligently prosecute the cure to completion).

11.3 Content of Notice of Violation. Every notice of breach shall state with specificity that it is given pursuant to this section of this Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. Every notice shall state the applicable period to cure. The notices shall be given in accordance with Section 20 hereof.

11.4 Remedies for Breach. The Parties acknowledge that remedies at law, including without limitation money damages, would be inadequate for breach of this Agreement by any Party due to the size, nature and scope of the Project. The Parties also acknowledge that it would not be feasible or possible to restore the Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that the remedies for breach of this Agreement shall be limited to the remedies expressly set forth in this subsection.

The remedies for breach of the Agreement by the City shall be injunctive relief and/or specific performance.

The remedies for breach of the Agreement by the Developer shall be injunctive relief and/or specific performance. In addition, and notwithstanding any other language of this Agreement, if the breach is of Subsection 6.13 or 6.14 of this Agreement, City shall have the right to withhold the issuance of building permits from the date that the notice of violation was given pursuant to Subsection 11.3 hereof until the date that the breach is cured as provided in the notice of violation.

Nothing in this subsection shall be deemed to preclude City from prosecuting a criminal action against Developer if it violates any City ordinance or State statute.

12. Mortgage Protection.

12.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Property or such portion. Any mortgagee or trust deed beneficiary of the Property or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

- 12.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developer for the Property may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with Developer and representatives of such lenders to discuss in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement shall be subject to the provisions of this Agreement pertaining to modifications and amendments.
- 12.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any binding and effective against the Mortgagee and every owner of the Property, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise; provided, however, Mortgagee and such owner shall not be responsible for any matters that occurred prior to their acquisition of the Property or such portion.
- 12.4 Written Notice of Default. If a non-monetary default is not cured by Developer within thirty (30) days after written notice by City to Developer or a monetary default is not cured within five (5) days after written notice by City to Developer, then each Mortgagee shall be entitled to receive written notice from City of the applicable default by Developer under this Agreement provided the Mortgagee has delivered a written request to the City for such notice and shall have provided its address for notices in writing to the City. Each such Mortgagee shall have a further right, but not the obligation, to cure such default for an additional period of thirty (30) days after delivery of such notice of default by City to the Mortgagee. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Mortgagee to cure the same as specified herein.
13. Estoppel Certificate. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within ten (10) days following receipt of the notice. City acknowledges that a certificate may be relied upon by

successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

14. Administration of Agreement. Any consent or approval herein to be given by the City may be given by the City Manager provided it is expressed and is in writing. Any decision by City staff concerning the interpretation and administration of this Agreement and development of the Property in accordance herewith may be appealed by the Developer to the City Council, provided that any such appeal shall be filed with the City Clerk of City within ten (10) days after the affected Developer receives written notice of the staff decision. The City Council shall render its decision to affirm, reverse or modify the staff decision within thirty (30) days after the appeal was filed. The Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this section.
  
15. Amendment or Termination by Mutual Consent. In accordance with the provisions of Chapter 15.40 of the Moorpark Municipal Code of City or any successor thereof then in effect, this Agreement may be amended or terminated, in whole or in part, by mutual consent of City and the affected Developer.
  - 15.1 Exemption for Amendments of Project Approvals. No amendment to a Project Approval or Subsequent Approvals shall require an amendment to this Agreement and any such amendment shall be deemed to be incorporated into this Agreement at the time that the amendment becomes effective, provided that the amendment is consistent with this Agreement and does not alter the permitted uses, density, intensity, maximum height, size of buildings or reservations and dedications as contained in the Project Approvals or Subsequent Approvals.
  
16. Developer Indemnification. Developer shall indemnify, defend with counsel approved by City, and hold harmless City and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, Developer's performance pursuant to this Agreement including, but not limited to, Developer's construction of the Project on the Property and construction of improvements on the City Site and any injury sustained by any person in connection with the construction or partial construction of buildings and improvements on the Property and City Site.

Developer shall indemnify, defend with counsel approved by City, and hold harmless City and its officers, employees and agents from and against any action or proceeding to attack, review, set aside, void or annul this Agreement, or any provision thereof, the environmental documents

prepared and approved in connection with the approval of the Project, or any Project Approval or Subsequent Approval or modifications thereto, or any other subsequent entitlements for the project and including any related environmental approval.

17. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.
18. Operative Date. As described in Subsection 1.9 above, this Agreement shall become operative on the Operative Date, being the date the Enabling Ordinance becomes effective pursuant to Government Code Section 36937.
19. Term. This Agreement shall remain in full force and effect for a term of twenty (20) years commencing on the Operative Date or until one year after the issuance of the final building permit for occupancy of the last unit of the Project whichever occurs last, unless said term is amended or the Agreement is sooner terminated as otherwise provided herein. Expiration of the term or earlier termination of this Agreement shall not automatically affect any Project Approval or Subsequent Approval or Building Permit or Final Building Permit that has been granted or any right or obligation arising independently from such Project Approval or Subsequent Approval or Building Permit or Final Building Permit.

Upon expiration of the term or earlier termination of this Agreement, the Parties shall execute any document reasonably requested by any Party to remove this Agreement from the public records as to the Property, and every portion thereof, to the extent permitted by applicable laws.

Notwithstanding the foregoing, the following shall survive the expiration or earlier termination of this Agreement: (i) all obligations arising under this Agreement prior to the expiration or earlier termination of this Agreement; and (ii) Subsection 6.19 of this Agreement.

20. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed received when personally delivered or upon the third (3rd) day after deposit in the United States mail, registered or certified, postage prepaid, return receipt requested, to the Parties at the addresses set forth in Exhibit "B" attached hereto and incorporated herein.

Any Party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

21. Entire Agreement. This Agreement and those exhibits and documents referenced herein contain the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.
22. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.
23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.
24. Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Parties in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.
25. No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person shall have any right of action based upon any provision of this Agreement.
26. Recordation of Agreement and Amendments. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Ventura by the City Clerk of City within the period required by Chapter 15.40 of the Moorpark Municipal Code of City or any successor thereof then in effect.
27. Cooperation Between City and Developer. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.

28. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Purchase and Sale Agreement, the Project Approvals or the Subsequent Approvals, the provision of this Agreement shall prevail.
29. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.
30. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Ventura, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Ventura.
31. Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof.
32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.
33. Authority to Execute. Developer warrants and represents that to its knowledge as of the Operative Date and with respect to each entity that is defined as Developer: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement; (iv) Developer's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Developer is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Developer is aware that could prevent Developer from entering into or performing its obligations set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Development Agreement effective as of the Operative Date.

CITY OF MOORPARK

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Ky Spangler, City Clerk

SKY LINE 66 LLC,  
a California limited liability company

By: \_\_\_\_\_  
Menashe Kozar, President and Manager

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Part of Lot "P", as the same is designated and delineated upon that certain Map entitled, "Map of a Part of Tract "L" of the Rancho Simi, in the City of Moorpark, Ventura County, California, showing the Townsite of Moorpark and Lands of Madeleine R. Poindexter", recorded in Book 5, Page 5 of Maps, in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at the intersection of the Southerly prolongation of the most Easterly line of Tract No. 1240, as per Map recorded in Book 30, Page 56 of Maps, with the centerline of Los Angeles Avenue, 60 feet wide, as said Avenue is shown on last mentioned map; thence along said Southerly prolongation,

1st: North 0° 04' East 429.99 feet, more or less, to the Southeasterly corner of Tract No. 1240, being the Southeasterly corner of Lot 44 of Tract No. 1240; thence along the Southerly line of said tract,

2nd: North 89° 59' 15" West 470.67 feet to the Northeasterly corner of Lot 51 of Tract No. 1240; thence along the Easterly line and Southerly prolongation thereof,

3rd: South 0° 04' West 429.99 feet to the said centerline of Los Angeles Avenue; thence along said centerline,

4th: South 89° 59' 15" East 470.67 feet to the point of beginning.

EXCEPT therefrom the interest conveyed to the County of Ventura, by deed recorded June 6, 1889, Book 28, Page 190; and by deed recorded November 8, 1900, Book 68, Page 316 both of Deeds.

ALSO EXCEPT therefrom that portion of said land described in deed to the City of Moorpark, recorded August 12, 1988, as Document No. 88-115140 of Official Records.

**EXHIBIT "B"**

**ADDRESSES OF PARTIES**

**To City:**

City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

**To Developer:**

Menashe Kozar, President and Manager  
Sky Line 66, LLC  
23622 Calabasas Road, #121  
Calabasas, CA 91302

**EXHIBIT "C"**  
**LISTING OF AFFORDABLE UNITS**

<b><u>Unit Number</u></b>	<b><u>Bedroom Size</u></b>	<b><u>Unit Size (sq. ft.)</u></b>
Unit 6	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 8	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 12	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 14	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 19	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 21	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.
Unit 25	3 Bedrooms, plus 2 ½ Bathrooms	1,929 sq. ft.
Unit 27	3 Bedrooms, plus 2 ½ Bathrooms	1,929 sq. ft.
Unit 53	3 Bedrooms, plus 2 ½ Bathrooms	1,929 sq. ft.
Unit 65	3 Bedrooms, plus 2 ½ Bathrooms	1,929 sq. ft.
Unit 68	3 Bedrooms, plus 2 ½ Bathrooms	2,033 sq. ft.

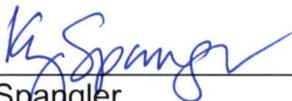
List of eleven (11) required Affordable Units is based upon Sheet A0.1 (Building Area Analysis) of the City Council approved Architectural Plans.

STATE OF CALIFORNIA                    )  
COUNTY OF VENTURA                 )     ss.  
CITY OF MOORPARK                    )

I, Ky Spangler, City Clerk of the City of Moorpark, California, do hereby certify under penalty of perjury that the foregoing Ordinance No. 482 was adopted by the City Council of the City of Moorpark at a regular meeting held on the 4th day of March, 2020 and that the same was adopted by the following vote:

- AYES:       Councilmembers Mikos, Pollock, and Simons
- NOES:       Councilmember Enegren and Mayor Parvin
- ABSENT:     None
- ABSTAIN:   None

WITNESS my hand and the official seal of said City this 4th day of March, 2020.

  
\_\_\_\_\_  
Ky Spangler  
City Clerk  
(seal)



RESOLUTION NO. 2020-3888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CONDITIONALLY APPROVING RESIDENTIAL PLANNED DEVELOPMENT NO. 2014-02 AND VESTING TENTATIVE TRACT MAP NO. 5869 FOR A 69 UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT, RECREATION CENTER, AND ASSOCIATED SITE IMPROVEMENTS AT 635 LOS ANGELES AVENUE, ON THE APPLICATION OF MENASHE KOZAR FOR SKY LINE 66, LLC

WHEREAS, on October 14, 2014, applications for General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03 were filed by Menashe Kozar for Sky Line 66, LLC, for the construction of a 69 unit multi-family residential condominium development, including a recreation center and associated site improvements, located at 635 Los Angeles Avenue; and

WHEREAS, on January 28, 2020, the Planning Commission adopted Resolution No. 2020-647, recommending to the City Council to adopt a Negative Declaration and conditional approval of General Plan Amendment No. 2014-01, Zone Change No. 2014-01, Residential Planned Development No. 2014-02, Vesting Tentative Tract Map No. 5869, and Development Agreement No. 2014-03; and

WHEREAS, at a duly noticed public hearing on February 19, 2020, the City Council considered the agenda report for Residential Planned Development No. 2014-02 and Vesting Tentative Tract Map No. 5869 and any supplements thereto and written public comments; opened the public hearing and took and considered public testimony both for and against the proposal, and reached a decision on this matter; and

WHEREAS, the City Council has read, reviewed, and considered the proposed Negative Declaration prepared for the project referenced above together with any comments received during the public review process and determined that there is no significant evidence that the project or any of its aspects may cause a significant effect on the environment and a Negative Declaration has been prepared for this project.

WHEREAS, on February 19, 2020, the City Council adopted Resolution No. 2020-3887, adopting a Negative Declaration and approving General Plan Amendment No. 2014-01 and introducing Ordinance No.481, approving Zone Change No. 2014-01, for the project referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. PLANNED DEVELOPMENT FINDINGS: Based upon the information set forth in the staff report(s), accompanying studies, and oral and written public testimony, the City Council makes the following findings in accordance with City of Moorpark, Municipal Code Section 17.44.040:

A. The site design, including structure locations, size, height, setbacks, massing, scale, architectural style and colors, and landscaping, is consistent with the goals and policies of the City's General Plan and Zoning Ordinance as proposed to be amended by General Plan Amendment No. 2014-01 and Zone Change No. 2014-01, in that the proposed project will provide multi-family condominiums as well as deed-restricted affordable housing in a design that is both comparable in scale with surrounding residential and commercial development.

B. The site design would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area in that adequate provision of public access, sanitary services, and emergency services have been ensured in the processing of this request and the use proposed is similar to adjacent uses, and access to or utility of those adjacent uses are not hindered by this project.

C. The proposed uses are compatible with existing and permitted uses in the surrounding area in that the project uses landscaped setbacks to isolate it from neighboring properties visually. As a denser, but less-intense category of residential use, it would not tend to create disturbances regardless of the physical context.

SECTION 2. SUBDIVISION MAP ACT FINDINGS: Based upon the information set forth in the staff report(s) and accompanying maps and studies the City Council has determine that the Vesting Tentative Tract Map No. 5896, with imposition of the attached Special Conditions of Approval, meets the requirements of California Government Code Section 66474, in that:

- A. The proposed Vesting Tentative Tract Map is consistent with the City's General Plan as proposed to be amended by General Plan Amendment No. 2014-01, in that it would allow for the provision of a variety of housing types as well as affordable housing in a design that is both compatible in scale with surrounding residential and commercial development.
- B. The design and improvements of the proposed subdivision is consistent with the General Plan as proposed to be amended by General Plan Amendment No. 2014-01, in that they will provide a variety of housing types as well as affordable housing in a design that is both compatible in scale with surrounding residential and commercial development.
- C. The Project site is physically suitable for the type of residential development proposed in that the site can be engineered to allow for all required utilities to be brought to the site, adequate ingress and egress can be obtained, and the site can be provided with public and emergency services.

- D. The Project site is physically suitable for the proposed density of development at 17.2 units per acre, in that the project complies with all applicable development standards and design requirements of the Municipal Code.
- E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the Project site was previously graded and an Initial Study and Negative Declaration were prepared pursuant to the California Environmental Quality Act and determined that no significant environmental impacts are likely to result from the development and occupancy of the Project.
- F. The design of the subdivision and proposed improvements will not cause serious public health problems, in that adequate sanitation is both feasible and required as a condition of this development.
- G. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large, for access through or use of the property within the proposed subdivision, in that full access to and from Los Angeles Avenue and Mission Bell Plaza shopping center easement has been incorporated into the design of the Project.

SECTION 3. CITY COUNCIL APPROVAL: The City Council approves:

- A. Residential Planned Development No. 2014-02 and Vesting Tentative Tract Map No. 5869, subject to the Standard and Special Conditions of Approval included in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 4. EFFECTIVE DATE: The effective date of the approval of Residential Planned Development No. 2014-02 and Vesting Tentative Tract Map No. 5869 shall be concurrent with the effective date of the Ordinance for Zone Change No. 2014-01 and the Ordinance for Development Agreement No. 2014-03, whichever occurs last.

SECTION 5. CERTIFICATION OF ADOPTION: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 19th day of February, 2020.

  
\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

  
\_\_\_\_\_  
Ky Spangler  
City Clerk



Exhibit A: Standard and Special Conditions of Approval for Residential Planned Development Permit No. 2014-02 and Vesting Tentative Tract Map No. 5869

**EXHIBIT A**  
**STANDARD AND SPECIAL CONDITIONS OF APPROVAL OF**  
**RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 2014-02 AND**  
**VESTING TENTATIVE TRACT MAP NO. 5869**

**STANDARD CONDITIONS OF APPROVAL**

The applicant shall comply with Standard Conditions of Approval for Subdivisions and Planned Developments as adopted by City Council Resolution No. 2009-2799 (Exhibit E), except as modified by the following Special Conditions of Approval. In the event of conflict between a Standard and Special Condition of Approval, the Special Condition shall apply.

**SPECIAL CONDITIONS FOR RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 2014-02 AND VESTING TENTATIVE TRACT MAP NO. 5869:**

1. This planned development permit will expire two (2) years from the date of its approval unless the use has been inaugurated by issuance of a building permit for construction. The Community Development Director may, at his/her discretion, grant up to two (2) additional one-year extensions for use inauguration of the development permit, if there have been no changes in the adjacent areas and if the applicant can document that he/she has diligently worked towards use inauguration during the initial period of time. The request for extension of this planned development permit shall be made in writing, at least thirty (30) days prior to the expiration date of the permit and shall be accompanied by applicable entitlement processing deposits.
2. This subdivision will expire three (3) years from the date of its approval. The Community Development Director may, at his/her discretion, grant up to two (2) additional one-year extensions for map recordation, if there have been no changes in the adjacent areas and if the Applicant can document that he/she has diligently worked towards Map recordation during the initial period of time. The request for extension of this Map shall be made in writing, at least thirty (30) days prior to the expiration date of the map and shall be accompanied by applicable entitlement processing deposits.
3. This permit is granted for the plans on file with the Community Development Department. The project shall conform to these plans, except as otherwise specified in these conditions, or unless a permit adjustment or modification to the plans is submitted and approved.
4. Landscaping must be consistent with the City's Landscape Guidelines, ensuring plant species are capable of effective screening where appropriate, and suitable to the demands of slope conditions and growth rates. A landscaping and irrigation plan, subject to the review and approval of the Parks and Recreation

Director, Police Department, and Community Development Director must be submitted prior to issuance of a Zoning Clearance for grading.

5. Prior to issuance of building permits, developer shall submit an Arborist's Report to the City identifying all existing trees on-site at the time of the original application for entitlements that will be or have been removed as a result of the proposed development and assessing a value based upon their size and condition. Developer shall revise landscape plans to reflect the manner in which the value of removed trees will be applied to enlarge the size or number of proposed trees on-site, subject to the approval of the Community Development Director.
6. An 8-foot high soundwall plan is required along the perimeter of the Project site. Prior to issuance of a Zoning Clearance for grading, developer shall submit a soundwall plan. Location, design, colors, material and height of all wall and interior fences shall be approved by the Community Development Director.
7. There shall be no parking on the main driveway, or along interior drive aisles. "No Stopping at Any Time" signs shall be installed or curbs painted red at the sole cost of the applicant to the satisfaction of the Ventura County Fire Prevention District and the City Engineer/Public Works Director.
8. Prior to Final Map approval and recordation, a declaration of Covenant, Conditions and Restrictions (CC&Rs) shall be submitted for the review and approval of the Community Development Director and City Attorney. The CC&Rs shall prohibit residents and guest parking in the adjacent Mission Bell Plaza parking lot. In addition, a provision will be included in the CC&Rs for garages to remain open for the use of 2-parked vehicles.
9. Prior to issuance of building permits, Developer shall revise plans for the garages in order to provide the minimum interior dimensions required by Chapter 17 (Zoning) of the Municipal Code.
10. Prior to Final Map approval, Homeowners Association (HOA) Covenant, Conditions and Restrictions (CC&Rs) with a parking and landscaping maintenance agreement shall be recorded to the satisfaction of the Community Development Director. The HOA landscape maintenance agreement shall identify and require the common area landscaping, and an easement to exclusively maintain the trees within the individual yards along the north, east, and westerly property lines in perpetuity.
11. As part of building permit application submittal, Sheet L1.0 (Landscape Plan) shall be revised to identify that the perimeter trees will be exclusively maintained by the Homeowners Association. Plans shall also depict an exterior gated point of access to each residential yard for HOA maintenance purposes.

12. All remainder areas not designated for resident use or vehicular maneuvering shall be landscaped, irrigated, and maintained by the Facility Operator or Homeowners Association as common area subject to the review and approval of the Community Development Director.
13. Final building colors and materials must be reviewed and approved by the Community Development Director.
14. Windows facing south, west and east of the project are required to have a minimum Sound Transmission Class (STC) rating of 40.
15. Durable materials are required for trim on the ground floor levels of the homes, such as wood window trim, or ¼" minimum cementous stucco coat over foam.
16. The upper-level rear elevations of the buildings along the south property line (adjacent to Los Angeles Avenue) shall include finishes and treatments to ensure a high-quality visual aesthetic as viewed from the public right-of-way. This can include trim around windows, color/material changes, etc. Prior to issuance of building permits, Applicant shall revise elevations to the satisfaction of the Community Development Director.
17. Any proposed change to the Architecture shall be considered by the Community Development Director upon filing of a Permit Adjustment application and payment of the fee in effect at the time of application.
18. LED street lights shall be used within the project, to be owned and maintained by the Facility Operator or Homeowners Association. Design of street lighting shall be to the satisfaction of the Community Development Director and City Engineer/Public Works Director to ensure consistency with future LED street lighting to be used in the City.
19. Prior to issuance of a building permit, the applicant shall submit a lighting plan for review and approval by the Community Development Director and Police Department that demonstrates compliance with the City's Lighting Ordinance.
20. Standards for patio covers and trellises are to be included in the Homeowners Association Covenants, Conditions, and Restrictions (CC&R's) to the satisfaction of the Community Development Director.
21. All off-road construction equipment is required to have a Tier 3 rating, and the reactive organic compound (ROC) content of architectural coating to be used for construction phase is to be of low to zero- volatile organic compounds (VOC) (0-25 g/L ROC).
22. Prior to issuance of permits for foundation and vertical construction, Developer shall obtain the Community Development Director's approval of a phasing plan detailing the construction and occupancy schedule for all streets, residential

buildings, and common amenities to ensure that adequate facilities are provided for future residents if phased occupancy of the units is proposed.

23. Developer shall provide proof of recordation of the Final Map prior to issuance of a building permit for foundation and vertical construction.
24. Developer shall install and maintain functional fire hydrants on-site prior to the stock or storage of any construction materials on-site.
25. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature.
26. Prior to issuance of grading or building permit, Applicant shall provide a "Will Serve" letter from water and wastewater purveyors.
27. Prior to issuance of a building permit, Applicant shall obtain permits from Ventura County Air Pollution Control District (VCAPCD), Ventura County Watershed Protection District (VCWPD) and California Department of Transportation (Caltrans).
28. Prior to issuance of the first building permit for construction of a residential unit, Applicant shall provide the Community Development Director with evidence of a recorded easement allowing access between the project and Mission Bell Plaza shopping center in perpetuity. If the location of the easement requires modification to building and/or access road locations, but the approved number of units has not changed, the Community Development Director may evaluate and approve an alternative access design between the project and Mission Bell Plaza shopping center as a permit adjustment to the Residential Planned Development Permit.
29. Everest Avenue from the western boundary of the project site to Shasta Avenue shall not be used as a point of ingress or egress to or from the project site. In addition, at such time that the City of Moorpark seeks to vacate the adjacent Everest Street right of way from Shasta Avenue to western boundary of the project site, Property Owner of 635 Los Angeles Avenue shall (a) relinquish any right of ingress or egress to or from Everest Street; (b) quitclaim any underlying rights, interest, or ownership of Everest Avenue to the City, if such rights or ownership exist; and (c) shall not acquire any right in such vacated area from an adjacent property in the future for purposes of reestablishing any ingress or egress to or from the project site. The form and contents of the required documents to effectuate the immediately preceding sentence shall be subject to City staff approval and be executed by the owner without unreasonable delay and as part of the street vacation process.

30. Prior to issuance of a building permit, Applicant shall annex into the Citywide Community Facilities District (CFD) as outlined in the Development Proposal.
31. The recreation building shall be maintained as a community amenity for the residential planned development and shall not be converted to another use.

**Engineering / Public Works**

32. Prior to issuance of a grading permit, Developer shall revise the grading, street improvements, and drainage plans to the satisfaction of the City Engineer/Public Works Director

- END -

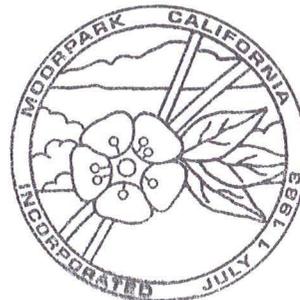
STATE OF CALIFORNIA                    )  
COUNTY OF VENTURA                 )     ss.  
CITY OF MOORPARK                    )

I, Ky Spangler, City Clerk of the City of Moorpark, California, do hereby certify under penalty of perjury that the foregoing Resolution No. 2020-3888 was adopted by the City Council of the City of Moorpark at a regular meeting held on the 19th day of February, 2020, and that the same was adopted by the following vote:

- AYES:       Councilmembers Mikos, Pollock, and Simons
- NOES:       Councilmember Enegren and Mayor Parvin
- ABSENT:     None
- ABSTAIN:    None

WITNESS my hand and the official seal of said City this 19th day of February, 2020.

  
\_\_\_\_\_  
Ky Spangler, City Clerk  
(seal)



Item: 8.A.**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Karen Vaughn, Community Development Director  
**BY:** Freddy A. Carrillo, Associate Planner II

**DATE:** 02/19/2020 Regular Meeting

**SUBJECT:** Consider a Resolution Adopting a Negative Declaration and Approving General Plan Amendment No. 2014-01; an Ordinance Approving Zone Change No. 2014-01; an Ordinance Approving Development Agreement No. 2014-03, and a Resolution Approving Residential Planned Development No. 2014-02 and Vesting Tentative Tract Map No. 5869; for the Development of a 69 Unit Multi-Family Residential Condominium Project with a Recreation Center and Associated Site Improvements on a Previously-Developed 4.01-Acre Lot at 635 Los Angeles Avenue, on the Application of Menashe Kozar for Sky Line 66, LLC.

**PROJECT DESCRIPTION AND BACKGROUND**

On October 10, 2014, Menashe “Manny” Kozar, for Summer Land Partners Group, Inc., (on behalf of Sky Line 66, LLC) filed an application to develop 69 multi-family residential condominiums, a 1,916 square-foot recreation center, and associated site improvements on a previously-developed 4.01-acre lot at 635 Los Angeles Avenue. The applicant has requested the following entitlements in order to pursue development of the project, known as “Green Island Villas”:

- General Plan Amendment (GPA) No. 2014-01 to change the land use designation of the subject property from General Commercial (C-2) to Very High Density Residential (VH15U/AC); and
- Zone Change (ZC) No. 2014-01 to amend the zoning of the property from Commercial Office (C-O) to Residential Planned Development (RPD); and

- Development Agreement (DA) No. 2014-03 to ensure the orderly development of the Project subject to the terms and conditions negotiated between the City and property owner; and
- Residential Planned Development (RPD) No. 2014-02 for construction of the Project and associated site improvements; and
- Vesting Tentative Tract Map (VTTM) No. 5869 to create 70 parcels (69 condominium units and one common area parcel).

The proposed project includes 69 multi-family residential condominiums, a 1,916 square-foot recreation center that includes a fitness center, recreation room, storage room and restrooms, an outdoor swimming pool, dog park, playground, and associated site improvements. The units are provided within 17 two-story buildings, with a total of 18 two-bedroom units and 51 three-bedroom units. Each unit would include a two-car garage and a total of 35 guest parking spaces would be dispersed throughout the site ("Project").

#### Previous Applications:

A number of commercial and residential development projects have been proposed on the subject property since 1997. A summary of each is provided below.

On May 7, 1997, the City Council approved GPA No. 96-2, changing the General Plan land use designation for the site from Medium Density Residential (M) to C-2, along with Zone Change No. 96-1, changing the zoning from, Single Family Residential (R-1-8) to C-O. On September 17, 1997, the City Council approved Commercial Planned Development Permit (CPD) No. 96-3 for the construction of two one-story buildings and a two-story office building, Tentative Parcel Map (TPM) No. 5056 to subdivide an the existing parcel into three parcels, and Conditional Use Permit (CUP) No. 96-2 to allow a 50-foot tall tower element. Building permits for the CPD and CUP were never obtained and the TPM was never processed for a Final Map. Subsequently, the CPD, CUP and TPM have expired.

On May 14, 2001, Grand Moorpark, LLC ("Grand Moorpark") acquired the Project site. On November 30, 2001 the group filed GPA Pre-Screening Application No. 2001-02 to change the General Plan land use designation of the property from C-2 to VH15U/AC. The Affordable Housing/Community Development Committee had concerns regarding potential impacts associated with changing the planned commercial property to non-commercial uses and density of the development. On March 19, 2003, the City Council asked Grand Moorpark and Shea Homes to fund a commercial demand study before issuing a decision on the GPA Pre-Screening application. Previously, Shea Homes was considered for a GPA Pre-Screening to change the General Plan land use designation for 12.39 acres of land located at the terminus of Fremont Street, south of Los Angeles Avenue and east of Majestic Court from C-2 to VH15U/AC. The commercial demand

study was presented at the City Council meeting of October 6, 2004. The study recommended retaining the property's commercial land use designation. On December 1, 2004, GPA Pre-Screening application No. 2001-02 was denied.

On October 18, 2006, the City Council approved CPD No. 2005-04 for the construction of a 78,939 square-foot medical office building. A one-year extension was granted on December 13, 2007, and a second extension on October 8, 2008. On November 5, 2008, City Council approved Tentative Tract Map (TTM) No. 5869 to subdivide the approved medical office building into condominium units for sale or lease. Building permits for the CPD were never obtained and the TTM was never processed for a Final Map. Subsequently, the CPD and TTM expired on October 7, 2009.

On June 16, 2010, City Council approved CPD No. 2010-01 for the same medical office project approved in 2006; however, the permit expired on June 15, 2011. A subsequent application for the same medical office project was submitted on April 27, 2012, as CPD No. 2012-01. This project was approved by the City Council on January 16, 2013. An extension was granted on December 4, 2013, extending the validity of the approval through January 16, 2015. Building permits for the project entitled by the CPD were never obtained and subsequently the CPD expired on January 16, 2016.

On May 21, 2014, the City Council authorized the acceptance of a GPA application for review and consistent with GPA Pre-Screening No. 2013-01 to change the General Plan land use designation of subject property from C-2 to VH15U/AC to allow construction of 66-attached residential dwelling units, with a \$20,000 contribution to an updated commercial demand study. On October 10, 2014, Sky Line 66 filed GPA No. 2014-01, ZC No. 2014-01, RPD No. 2014-02, and DA No. 2014-03 for a 66-unit townhouse development and submitted the \$20,000 contribution for the commercial demand study. The City Council appointed an Ad Hoc Committee consisting of Mayor Parvin and Councilmember Mikos to negotiate the Development Agreement. On August 21, 2014, Grand Moorpark, LLC, sold the property to Sky Line 66, LLC.

The updated commercial demand study was presented to the City Council on September 7, 2016. The report recommended residential uses for the less-than-optimal vacant properties designated for commercial uses, including the subject property. On March 20, 2017, Summer Land Partners Group, Inc., on behalf of Sky Line 66, LLC, submitted an application for TTM No. 5869 for a condominium map on the property in association with GPA No. 2014-01, ZC No. 2014-01, RPD No. 2014-02, and DA No. 2014-03. The Applicant later revised the TTM request to Vesting TTM No. 5869 for condominium purposes.

On October 22, 2018, Sky Line 66 met with staff to discuss a new proposal to develop 77 residential units for the site. Staff expressed concerns regarding the proposed density and the resulting loss of private recreational facilities and open space. The applicant addressed the concerns by decreasing the number of units to 69 and adding a recreation center with amenities.

**DISCUSSION AND ANALYSIS**

Existing Conditions:

The 4.01-acre property is currently vacant and located on the north side of California State Route 118 (Los Angeles Avenue), between Shasta Avenue and Leta Yancy Road. The site was previously developed with two single-family homes and a detached garage and was demolished in 1996. Primary street access to the property is provided by Los Angeles Avenue. Secondary access is proposed to the east through the adjacent Mission Bell Plaza shopping center, consistent with an Easement Agreement between Mission Bell Plaza and the City (described further in this report). The following table summarizes the General Plan, zoning, and existing land uses on the subject property and vicinity.

Location	Existing General Plan Designation	Proposed General Plan Designation	Existing Zoning Designation	Proposed Zoning Designation	Existing Land Use
Site	General Commercial (C-2)	Very High Density Residential (VH15U/AC)	Commercial Office (C-O)	Residential Planned Development (RPD)	Vacant Lot
North	Medium Density Residential (4DU/AC)		Single Family Residential (R-1-8)		Detached Single Family Homes
South	High Density Residential (7DU/AC)		Residential Planned Development (RPD 7U/AC)		Vacant Lot
East	General Commercial (C-2)		Commercial Planned Development (CPD)		Mission Bell Plaza Shopping Center
West	Medium Density Residential (4DU/AC)		Single Family Residential (R-1-8)		Detached Single Family Homes

Land Use:

The General Plan and zoning of the subject property currently designates the site for commercial uses. Based on an updated commercial demand study (dated August 26, 2016), identifies that the City has an excessive area of land dedicated for commercial retail. The study further recognized opportunities for office space developments would likely be limited to institutional or smaller professional firms. While commercial vacancies remain higher than historic levels, the State has also declared that a housing crisis exists and directed local governments to identify opportunities to provide additional housing. Based on the totality of this information, the proposed residential land use and development align with the realities of the local commercial real estate market, as well as, priorities to develop additional housing.

Mission Bell Easement Agreement:

On September 1, 2011, the City entered into a Settlement Agreement with Mission Bell Plaza West, LP and other ownership interests of Mission Bell Plaza, over unpaid debt to the City. Part of the Settlement Agreement included a provision for Mission Bell West, LP, to provide an assignable easement to the City that would provide reciprocal access between Mission Bell Plaza and the proposed development. The Improvements specified in the Agreement include: removal of existing improvements in the location of the proposed driveway extension, including, but not limited to, block wall, planters, curbing, irrigation and landscaping, and replace with new curbing, irrigation tie-ins, and asphalt. This Easement Agreement required certain improvements to be completed on or before December 31, 2016, or the easement would expire. On June 15, 2016, the City Council extended the agreement to January 1, 2018, and on November 1, 2017, City Council approved an additional extension to January 1, 2020. On December 4, 2019, the City Council approved a third extension to the Easement Agreement to June 1, 2020, however the Easement Agreement was never fully executed. Discussions between the City and Mission Bell Plaza West, LP, continued after the expiration of the Easement Agreement and the terms of a new amended and restated agreement have been reached.

Mission Bell Plaza has requested the easement to be placed in a location further north than previously identified. Location of the proposed easement has been agreed upon and is sufficient to meet the ingress/egress needs of the Menashe Kozar Skyline 66 project. An amended and restated easement agreement will be brought forth at the March 4, 2020, City Council meeting for Council consideration. Accordingly, staff has proposed a condition of approval that will require the Applicant to provide evidence of a recorded easement allowing access between the Project and Mission Bell Plaza shopping center in perpetuity before permits are issued. If the location of the easement requires modification to building locations and the approved number of units has not changed, the Community Development Director may evaluate and approve an alternative access design.

General Plan Consistency:

The current General Plan designation of the site is General Commercial (C-2). The applicant is requesting a GPA to change the land use designation of the site to Very High Density Residential 15U/AC.

The VH15U/AC land use designation is intended for residential development characterized by multi-family attached units, including apartment and condominium buildings. It is intended that this category utilize innovative site planning, provide on-site recreational amenities and be located in close proximity to major community facilities, business centers and major arterials. The proposed General Plan land use designation of VH15U/AC allows a maximum density of 15 dwelling units per acre; however, through negotiation of the Development Agreement, the Project is proposed at a gross density

of 17.2 dwelling units per acre, with 11 units (15%) deed restricted at the low affordability level (not to exceed 80% of the area median income adjusted for family size). A copy of the 2019 Income Limits for Ventura County is included as Attachment 2 for reference.

The site design, including proposed building locations, size, height, setbacks, massing, scale, architectural style, colors, and landscaping, is consistent with the goals and policies of the City's General Plan Housing Element and Land Use Element:

Housing Element Goals and Policies:

- GOAL 2: Provide residential sites through land use, zoning and specific plan designations to provide a range of housing opportunities.

Policy 2.2: Ensure residential sites have appropriate public services, facilities, circulation, and other needed infrastructure to support development.

- GOAL 3: Expand and protect housing opportunities for lower income households and special needs groups.

Policy 3.4: Require, in aggregate, 10% of new units to be affordable to lower-income households. Establishing priority for usage of in-lieu fee is as follows: 1st priority – production of affordable housing; 2nd priority – subsidy of affordable housing; 3rd priority – housing rehabilitation; 4th priority – housing assistance; and 5th priority – staffing costs.

Land Use Element Goals and Policies:

- GOAL 3: Provide a variety of housing types and opportunities for all economic segments of the community.

Policy 3.3: Where feasible, inclusionary zoning shall be used to require that a percentage of new, private residential development be affordable to very low to moderate income households.

- GOAL 5: Develop new residential housing which is compatible with the character of existing individual neighborhoods and minimizes land use incompatibility.

Policy 5.1: Multiple-family dwellings shall be developed in close proximity to employment opportunities, shopping areas, public parks, and transit lines, with careful consideration of the proximity to and compatibility with single-family neighborhoods. In addition, to the Project's conformance with the Goals and Policies of the General Plan, the development also provides the City with additional housing units required by the General Plan Housing Element and State Housing and Community Development Department (HCD). A summary of the

City’s current (5th Cycle, 2014-2021) Regional Housing Needs Assessment (RHNA) obligation, remaining housing units, and the impacts of the proposed development are outlined in the following table:

Housing Type	RHNA Required for 2014-2021	Moorpark Cumulative Totals 5th cycle to date	Housing still needed/required by 2021	Green Island Villas Proposal
Very Low Income	289 Units	15 Units	274 Units	0 Units
Low Income	197 Units	36 Units	161 Units	11 Proposed Units
Moderate	216 Units	10 Unit	206 Units	0 Units
Above Moderate	462 Units	518 Units	0 (Surplus of 56 Units)	58 Proposed Units
<b>Totals:</b>	<b>1,164 Units Required</b>	<b>579 Total Units Built in Moorpark 2014-2018</b>	<b>641 Additional Units Required by 2021</b>	<b>69 Proposed Units</b>

HCD’s review and approval of the RHNA methodology and allocation of units for the upcoming 6th Cycle (2021-2029) is currently underway. Projections for Moorpark include 1,287 total units in addition to the units allocated with the 5th cycle.

Zoning Consistency:

The current zoning designation is Commercial Office (C-O). The Applicant is requesting an amendment to RPD.

The purpose of the RPD zone is to provide areas for communities to be developed using modern land planning and unified design techniques. This zone provides a flexible regulatory procedure in order to encourage:

1. Coordinated neighborhood design and compatibility with existing or potential development of surrounding areas; and
2. An efficient use of land particularly through the clustering of dwelling units and the preservation of the natural features of sites; and
3. Variety and innovation in site design, density and housing unit options, including garden apartments, townhouses and single-family dwellings; and
4. Lower housing costs through the reduction of street and utility networks; and
5. A more varied, attractive and energy-efficient living environment, as well as, greater opportunities for recreation than would be possible under other zone classifications.

The Project is designed to be consistent with the RPD zone in that it would be developed in a vacant lot and would provide new homes near other adjacent residential neighborhoods. The Project would include a variety of different size buildings as each

building would contain two to six units, and would be separated by green corridors. Improvements would be installed onsite as access to the Project would be from an existing street (Los Angeles Avenue) and an easement located within the Mission Bell Plaza shopping center. The Applicant is also proposing a recreational area that includes a recreation center, pool, playground, and dog park that can be utilized by the residents.

Vesting Tentative Tract Map (VTTM) No. 5869:

The proposed VTTM would subdivide the 4.01-acre lot to create one master ground lot with 69 airspace condominium units. The Applicant is requesting a VTTM as part of the residential development in order to create the condominiums and common parcel. A vesting map grants vested rights to proceed with a project in accordance with the ordinances, policies and standards in effect at the time the application for approval of the vesting tentative map is complete. The driveway, guest parking, access easement, and recreation facilities would be a common area parcel shared by all residents. The Applicant would be required to submit a Final Map before the VTTM expires.

Residential Planned Development Permit (RPD) No. 2014-02:

An RPD is required for projects creating five or more separate residential units. As mentioned above, the Applicant is requesting to subdivide the parcel to create 69 airspace condominiums on one common area lot. The Planning Commission may recommend approval of an RPD to the City Council if the Project meets the RPD development standards, including but not limited to building height, minimum lot size, and setbacks for the RPD zone.

The following table describes the residential development proposed with the RPD:

<b>Bedroom Size</b>	<b>Number of Units</b>	<b>Number of Parking Spaces Inside Garage</b>	<b>Gross Area Range for Units (sq. ft.)</b>	<b>Total Area Calculation of Units</b>
2 Bedrooms, plus 2 ½ Bathrooms	18 Units	2 Spaces	1,685 sq. ft. to 1,813 sq. ft.	32,634 sq. ft.
3 Bedrooms, plus 2 ½ Bathrooms	51 Units	2 Spaces	1,876 sq. ft. to 2,033 sq. ft.	103,683 sq. ft.

Eleven of the proposed units will be reserved at the low affordability level (not to exceed 80% of the area median income adjusted for family size) pursuant to the proposed Development Agreement. At a minimum, these units shall include 1,800 square feet with 3 bedrooms and 2.5 baths each.

Setbacks and Building Height:

The RPD zoning district allows for the development of project-specific setbacks, including but not limited to building height and minimum lot size. The applicant is proposing 17 buildings ranging from two to six units each. Each unit is proposed with a minimum 250 square-foot back yard. Buildings that are proposed adjacent to existing single-family development at the north, east, and west of the site would include a 15-foot rear yard setback. This buffer is consistent with the rear yard setback provided by the adjacent single-family homes. Buildings located along the southerly property line, at Los Angeles Avenue, have a 10-foot rear yard setback. The side yard setback for corner units ranges from 14 feet to 19 feet. Heights of the proposed buildings range from 24 feet and 7 inches to 28 feet and 10 inches. The community center, located in the center of the site, is proposed at a height of 17 feet and 10 inches. As designed, the building forms, setbacks, and height are generally consistent with development in the vicinity of the Project site, including the scale of commercial development and adjacent single-family residences.

The following table summarizes the development standards of the RPD zoning designation as well as the existing single-family neighborhoods to the north and west of the Project site.

<b>Setback Regulations</b>	<b>Existing Single Family Homes Located to the North and West of the Proposed Project Site</b>	<b>RPD Zone Regulations for Multifamily Residential</b>	<b>Proposed Residential Planned Development (RPD)</b>
A. Front yard setback	20 feet	20 feet	20 feet
B. Side yard setback, interior side	5 feet	10 feet	10 feet
C. Side yard setback, street side	10 feet	10 feet	14 feet
D. Rear yard setback	15 feet	Determined by the RPD permit	15 feet
E. Building height maximum	35 feet	35 feet	35 feet

Architecture:

The architectural style of the homes and recreation building is Spanish Mission design. The residential buildings are proposed with a variation of earth toned colors on smooth plaster finish with clay tile roof. Each unit would have an approximately 20-foot tall exterior chimney located on the side wall. Each unit is also provided with a 54 square-foot recessed uncovered second-story balcony with a decorative metal guardrail at the rear of the building. A rectangular transom window above the entry door was added to provide horizontal consistency and add natural lighting to the homes. The applicant is

also proposing an open lattice wood trellis above each entryway and a second-story bay window above the overhead sectional garage door. To reduce noise from Los Angeles Avenue, a condition of approval has been added that requires windows along the south and east facades of the Project to be a minimum Sound Transmission Class (STC) rating of 40. The proposed architecture is well-designed and is compatible with the existing development in the vicinity of the Project.

Staff has been working closely with the applicant regarding the design of the recreation building. The single-story building would have a smooth plaster finish with clay tile roof. Picture windows would be located on all four sides of the building. The main entrance to the building is located at the south elevation, which faces the primary entrance to the Project site and features prominently along Los Angeles Avenue. This current proposal represents the third design concept for this building and is the most compatible with the residential buildings and adjacent development. Previous designs included angular, modern features and a larger, two-story building with barreled columns that were generally not compatible with the character of the existing community.

#### Circulation and Traffic:

The primary access to the site would be provided from Los Angeles Avenue with a secondary access (via easement) from the Mission Bell Plaza shopping center parking lot, directly to the east of the property. The driveway from Los Angeles Avenue would remain unsignalized and would accommodate right-turn-only ingress and egress, which eliminates the potential for eastbound related left-turn conflicts on Los Angeles Avenue. Residents wanting to travel eastbound along Los Angeles Avenue could exit the Project site via the secondary access through Mission Bell Plaza and through the signalized intersection at Leta Yancy Road and Los Angeles Avenue. The Project has been designed in a manner that ensures the safe circulation for vehicles and pedestrians.

The applicant submitted a trip generation assessment report conducted by Gibson Transportation Consulting, Inc. (August 27 2019). The report concluded the proposed Project would generate a total of 32 trips during the morning peak hour and 39 trips during the afternoon peak hour. The volume of these trips is less than significant and would not reduce the level of service of adjacent intersections.

#### Parking:

The Parking Ordinance requires two parking spaces per unit for two or more bedrooms, and 0.5 spaces per unit for guest parking. The applicant is proposing a two-car garage for each unit and 35 guest parking spaces located throughout the site and in front of the recreation center. As designed, the proposed residential and guest parking provided comply with the off-street parking requirement of the City Code. Garages would be accessed from an alley driveway on which no parking would be allowed. Although residents would have access to the Mission Bell Plaza shopping center parking lot, a

condition of approval has been included that prohibits residents and guests from parking in the adjacent Mission Bell Plaza parking lot.

The following table summarizes the parking requirement on the subject property.

<b>Number of Parking Spaces Required for a 69 Multi-Family Residential Condominium Development</b>	<b>Spaces Required</b>	<b>Spaces Provided</b>
2 spaces per unit	138	138
0.5 spaces per unit (for guest)	34.5	35
<b>Total</b>	<b>172.5*</b>	<b>173</b>

\*Pursuant to City Code Section 17.32.030, fractional spaces of .5 or less are rounded down to the nearest whole number.

Site Improvements and National Pollution Discharge Elimination Standards Requirements (NPDES):

The Project has been designed to provide for all necessary on-site and off-site storm drain improvements including the imposition of National Pollution Discharge Elimination System (NPDES) requirements. Best Management Practices Drainage Facilities are required to be provided so that surface flows are intercepted and treated. These items would be reviewed by the City Engineer/Public Works Director as part of the condition compliance process.

Grading and Drainage:

Construction of the Project would result in ground surface disturbance during site clearance and grading. Uniformly applied conditions of approval imposed on the Project would require stockpiles, excavation, and exposed soil to be covered with secured tarps, plastic sheeting, erosion control fabrics, or treated with a bio-degradable soil stabilize. Furthermore, applicant would be required to obtain a California State Water Resources Control Board Construction General Permit, which requires development of a Storm Water Pollution Prevention Plan (SWPPP).

The proposed Project would alter the landform and concentrate drainage to the existing streets and storm drain pipes. The effects of increased impervious surface area would increase stormwater runoff and potentially result in downstream flooding and degraded water quality. A condition of approval has been added that requires the Developer to revise the grading, street improvements, and drainage plans to the satisfaction of the City Engineer/Public Works Director. These reports shall demonstrate that historic drainages are not adversely impacted.

Landscaping:

The Applicant has proposed a landscape plan that includes a variety of trees, shrubs, and groundcover across the property. The plan also includes landscaping in the backyards, including the use of perimeter trees along the west, north, and east property lines. These trees in particular help screen the proposed buildings from the view of the adjacent single-family neighborhood and maintain the privacy of adjacent single-family homes. These trees would be required to be maintained by the Homeowner's Association (HOA). A condition of approval will require the developer to provide a gated point of access to the trees within each rear yard. This would allow maintenance workers to enter the rear yard through the fence. In addition, the HOA would also maintain the landscape provided in the public areas.

Development Agreement (DA) No. 2014-03:

Government Code Section 65864 and City of Moorpark Municipal Code Section 15.40 provide an opportunity for a DA between the City and property owners in connection with proposed plans of development for specific properties. The proposed DA, included in Attachment 9, is 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. Vesting of development rights, timing of development, development fees, and residential density and provision of affordable housing are addressed in the proposed DA.

The terms of the DA have been negotiated by an Ad Hoc committee of the City Council consisting of Mayor Parvin and Councilmember Mikos. The Planning Commission held a public hearing on the proposed DA application as discussed in a subsequent section of this report. Section 15.40.090 of the Municipal Code also requires a City Council public hearing for a development agreement and adoption of an ordinance is required for approval.

Community Outreach:

On March 8, 2018, Andrew Brady (former attorney for the applicant) held a community meeting at 799 Moorpark Avenue (City Hall). At that time, the applicant was proposing a 64 unit multi-family residential condominium development with access from Shasta Avenue. Mr. Brady presented the Project and responded to general questions. Staff was in attendance in order to observe these discussions and the comments presented by the community. Several in attendance expressed support for the Project but had concerns regarding potential impacts to the neighborhood resulting from access at Shasta Avenue. In response, the applicant revised the plans to remove the proposed access to Shasta Avenue, relocate the primary access to Los Angeles Avenue and provide five additional units.

Findings:

Formal findings are not required for approval of the General Plan Amendment and Zone Change because they are legislative acts. However, staff has included recommended findings for these actions, along with the required findings for the RPD, VTTM, and DA below.

General Plan Amendment:

1. A commercial demand study was prepared and concluded that commercial use development was not viable, in favor of residential development on the subject property.
2. The Project will help to increase the variety of housing types within the City and will provide 11 affordable housing units in furtherance of the City's Housing Element.

Zone Change:

1. The proposed zoning designation is consistent with the proposed General Plan land use designation.
2. The proposed zoning designation is intended for residential development characterized by multiple family attached units and apartment and condominium buildings.
3. The proposed zoning designation would support the development of residential uses with on-site recreational amenities, and be located in close proximity to major community facilities, business centers and major arterials.

Residential Planned Development Permit:

1. The site design, including structure locations, size, height, setbacks, massing, scale, architectural style and colors, and landscaping, is consistent with the goals and policies of the City's General Plan and Zoning Ordinance as proposed to be amended by General Plan Amendment No. 2014-01 and Zone Change No. 2014-01, in that the Project would provide both market rate and 11 deed restricted affordable housing units in a design that is comparable in scale with surrounding residential and commercial development.
2. The site design would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area in that adequate provision of public access, sanitary services, and emergency services have been ensured in the processing of this request and the use proposed is similar to adjacent uses, and access to or utility of those adjacent uses are not hindered by this Project.

3. The proposed uses are compatible with existing and permitted uses in the surrounding area in that the Project will be located within a residential neighborhood and will be screened by a perimeter of trees.

Vesting Tentative Tract Map:

1. The proposed Vesting Tentative Tract Map is consistent with the City's General Plan as proposed to be amended by General Plan Amendment No. 2014-01, in that it would allow for the provision of a variety of housing types as well as affordable housing in a design that is both compatible in scale with surrounding residential and commercial development.
2. The design and improvements of the proposed subdivision is consistent with the General Plan as proposed to be amended by General Plan Amendment No. 2014-01, in that they will provide a variety of housing types as well as affordable housing in a design that is both compatible in scale with surrounding residential and commercial development.
3. The Project site is physically suitable for the type of residential development proposed in that the site can be engineered to allow for all required utilities to be brought to the site, adequate ingress and egress can be obtained, and the site can be provided with public and emergency services.
4. The Project site is physically suitable for the proposed density of development at 17.2 units per acre, in that the project complies with all applicable development standards and design requirements of the Municipal Code.
5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the Project site was previously graded and an Initial Study and Negative Declaration were prepared pursuant to the California Environmental Quality Act and determined that no significant environmental impacts are likely to result from the development and occupancy of the Project.
6. The design of the subdivision and proposed improvements will not cause serious public health problems, in that adequate sanitation is both feasible and required as a condition of this development.
7. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large, for access through or use of the property within the proposed subdivision, in that full access to and from Los Angeles Avenue and Mission Bell Plaza shopping center easement has been incorporated into the design of the Project.

Development Agreement:

1. The provisions of the development agreement are consistent with the General Plan.
2. The provisions of the development agreement are consistent with Chapter 15.40 of the Municipal Code.

**NOTICING**

Public Notice for this meeting was given consistent with Chapter 17.44.070 of the Zoning Ordinance as follows:

1. Publication. The notice of the public hearing was published in the Ventura County Star on February 9, 2020.
2. Mailing. The notice of the public hearing was mailed on February 7, 2020, to owners of real property, as identified on the latest adjusted Ventura County Tax Assessor Roles, within one-thousand (1,000) feet of the exterior boundaries of the assessor's parcel(s) subject to the hearing.
3. Sign. One 32 square foot sign is to be placed on the street frontage by February 7, 2020.

**PROCESSING TIME LIMITS**

Time limits have been established for the processing of development projects under the Permit Streamlining Act (Government Code Title 7, Division 1, Chapter 4.5), the Subdivision Map Act (Government Code Title 7, Division 2), and the California Environmental Quality Act Statutes and Guidelines (Public Resources Code Division 13, and California Code of Regulations, Title 14, Chapter 3). Because the application includes legislative actions to amend the General Plan and the Zoning Code and to enter into a Development Agreement, it is not subject to processing time limits.

**ENVIRONMENTAL DETERMINATION**

In accordance with the City's environmental review procedures adopted by resolution, the Community Development Director determines the level of review necessary for a project to comply with the California Environmental Quality Act (CEQA). Some projects may be exempt from review based upon a specific category listed in CEQA. Other projects may be exempt under a general rule that environmental review is not necessary where it can be determined that there would be no possibility of significant effect upon the environment. A project which does not qualify for an exemption requires the preparation of an Initial Study to assess the level of potential environmental impacts.

Based upon the results of an Initial Study, the Director may determine that a project would not have a significant effect upon the environment. In such a case, a Notice of Intent to Adopt a Negative Declaration or a Mitigated Negative Declaration is prepared. For many projects, a Negative Declaration or Mitigated Negative Declaration would prove to be sufficient environmental documentation. If the Director determines that a project has the potential for significant adverse impacts and adequate mitigation cannot be readily identified, an Environmental Impact Report (EIR) is prepared.

The Community Development Director has supervised the preparation of an Initial Study to assess the potential significant impacts of this Project. Based upon the Initial Study, the Director has determined that there is no substantial evidence that the Project or any of its aspects may cause a significant effect on the environment and prepared a Negative Declaration for Planning Commission review and consideration before making a recommendation on the Project.

The Initial Study and Negative Declaration (Attachment 5) were prepared and circulated on July 2, 2019. Three comment letters were subsequently received: Ventura County Air Pollution Control District; California Department of Transportation; and Ventura County Public Works Agency - Watershed Protection. These comments and Staff's response are provided in a Memorandum, which is also attached. Staff has reviewed the letters received, consulted with the agencies providing comments, and determined that no changes to the Project or Initial Study and Negative Declaration are warranted.

### **PLANNING COMMISSION RECOMMENDATION**

On October 22, 2019, the Planning Commission opened a public hearing regarding the Green Island Villas project. During deliberations, the Planning Commission directed the Applicant to revise the proposed design to address four specific comments (highlighted below). These comments resulted in the continuance of the public hearing to November 26, 2019 and again to the Special Meeting of December 17, 2019.

On January 14, 2020, the Applicant provided staff with updated plans and a detailed response (Attachment 4) to each of the Planning Commission comments. The comments provided by the Planning Commission on October 22, 2019, are summarized below with a response indicating how each comment has been addressed on the revised plans.

Comment 1: Provide suitable pedestrian connections and accessible pathways within the Project between the residences and on-site amenities, adjacent properties (including Mission Bell Plaza), and the public right-of-way.

*Staff Response: The revised plans include three-foot wide stamped concrete walkways throughout the interior of the Project, adjacent to the 25-foot wide drive aisle. These paths connect off-site to Mission Bell Plaza and existing sidewalks*

*along Los Angeles Avenue. The updated site plan also provides sufficient area for the required accessible pathways throughout the Project.*

Comment 2: Provide additional enhanced landscaping along the building facades facing interior drive aisles within the Project.

*Staff Response: The Applicant provided a revised Landscape Plan and elevations that include additional shrubs and vines on the corner of the units and in planters between units, along the driveway. In addition, the Applicant will be installing box planters on the second story patio railing. The revised Landscape Plan (Sheet L1.0) also now distinguishes between landscaped areas that are proposed to be maintained by the individual homeowners versus the Homeowners Association. The Applicant had previously explained that these trees were to be maintained by the HOA, however, the landscape plan identifies these as privately maintained. In order to maintain the integrity and uniformity of the screening of the proposed buildings from adjacent properties, Staff included a condition of approval that requires the HOA to maintain the perimeter trees shown on the landscape plan.*

Comment 3: Swap the locations of the dog park and playground to provide better supervision of children from the adjacent recreation building.

*Staff Response: Per the Applicant, the dog park and playground are proposed to remain in the same location as previously proposed. In this configuration, the children's playground is slightly larger than the dog park.*

Comment 4: Provide additional off-street guest parking to serve the Project.

*Staff Response: Per the Applicant, no additional off-street guest parking is proposed to be provided. The Project provides the number of off-street parking spaces required by the Municipal Code.*

On January 28, 2020, the Planning Commission voted 3-1 to recommend approval, with Vice Chair Di Cecco dissenting and Commissioner Hamous recusing due to potential conflict of interest. During deliberation, Vice Chair Di Cecco expressed continued concerns regarding the safety of the walkways throughout the interior of the Project and limited amount of landscaping. Chair Haverstock requested these comments be conveyed to the City Council for consideration.

## **FISCAL IMPACT**

Staff costs associated with the processing of the entitlements are reimbursable through the developer deposit account with the City. All landscaping within the project will be maintained by a private HOA and no streets within the project are publicly maintained.

### **COUNCIL GOAL COMPLIANCE**

This action is consistent with City Council Strategy 5, Goal 1, Objective 1 (5.1.1): Present for the City Council consideration General Plan Amendment of Land Use Element and accompanying entitlements for GPA No. 2005-02 (Chiu) and GPA No. 2014-01 (Kozar/Grand Moorpark/Sky Line 66, LLC) by December 30, 2019.

### **STAFF RECOMMENDATION (ROLL CALL VOTE REQUIRED)**

1. Open the public hearing, accept public testimony and close the public hearing; and
2. Adopt Resolution No. 2020-\_\_\_\_ adopting the Negative Declaration and approving General Plan Amendment No. 2014-01; and
3. Introduce Ordinance No. \_\_\_\_\_, approving Zone Change No. 2014-01, for first reading, waive full reading, and place this ordinance on the agenda for March 4, 2020, for purposes of providing second reading and adoption of the ordinance; and
4. Introduce Ordinance No. \_\_\_\_\_, approving Development Agreement No. 2014-03, for first reading, waive full reading, and place this ordinance on the agenda for March 4, 2020, for purposes of providing second reading and adoption of the ordinance; and
5. Adopt Resolution No. 2020-\_\_\_\_ approving Residential Planned Development Permit No. 2014-02 and Vesting Tentative Tract Map No. 5869.

Attachment 1: Project Exhibits

- A. Location Map
- B. Aerial Photograph
- C. Project Plans

Attachment 2: 2019 Income Limits (Ventura County)

Attachment 3: Keyser Marston Associated, Inc. - Commercial Demand Study

Attachment 4: Applicant Response to Planning Commission Comments (December 9, 2019)

Attachment 5: Title Report

Attachment 6: Draft Resolution No. 2020-\_\_\_\_ Adopting the Negative Declaration and Approving GPA No. 2014-01

Attachment 7: Draft Ordinance No. \_\_\_\_ Adopting ZC No. 2014-01

Attachment 8: Draft Resolution No. 2020-\_\_\_\_ Approving RPD Permit No. 2014-02 and VTTM No. 5869

Attachment 9: Draft Ordinance No. \_\_\_\_ Approving DA 2014-03

Submitted July 15, 2021



12605 RIVERSIDE DRIVE-SUITE 100  
NORTH HOLLYWOOD, CA 91411  
TEL: (818) 387-8833  
E-MAIL: BOB@KETTERDESIGNS.COM

NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE
10	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
09	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
08	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
07	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
06	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
05	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
04	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
03	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
02	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21
01	01/17/21	ISSUED FOR PERMITS	J.C.L.M.		01/17/21

NO.	DATE	ISSUED FOR	COVER SHEET
10	01/17/21	ISSUED FOR PERMITS	1/8"=1'-0"
09	01/17/21	ISSUED FOR PERMITS	
08	01/17/21	ISSUED FOR PERMITS	
07	01/17/21	ISSUED FOR PERMITS	
06	01/17/21	ISSUED FOR PERMITS	
05	01/17/21	ISSUED FOR PERMITS	
04	01/17/21	ISSUED FOR PERMITS	
03	01/17/21	ISSUED FOR PERMITS	
02	01/17/21	ISSUED FOR PERMITS	
01	01/17/21	ISSUED FOR PERMITS	

**GREEN ISLAND VILLAS  
63 RESIDENTIAL UNITS**  
635 LOS ANGELES AVE  
MOORPARK, CA.

**SKY LINE 66, LLC**  
23622 CALABASAS ROAD, #121  
CALABASAS, CA. 91302

17-029  
PROJECT NO.  
ELEMENT NO.  
A0.0

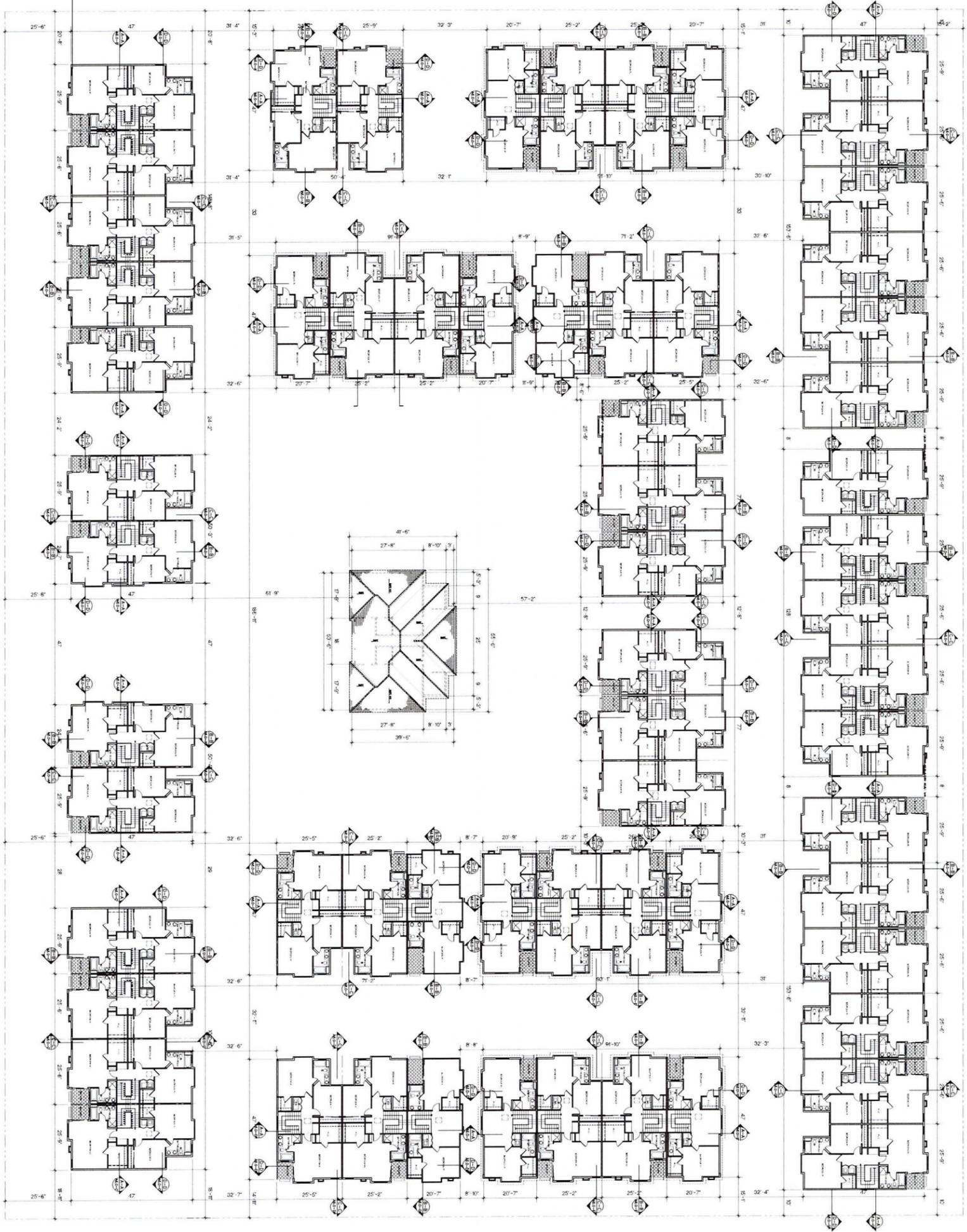
**SHEET INDEX**

NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
A0.0	COVER SHEET	S-1	GENERAL NOTES FOUNDATION DETAILS	S-6	2ND FLOOR SHEAR WALL
A0.1	BUILDING ANALYSIS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-6.1	SHEAR WALL ELEVATIONS
A0.2	BUILDING ANALYSIS	S-2.1	STRONG WALL DETAILS	S-7	ROOF FRAMING
A0.3	BUILDING ANALYSIS	S-2.2	STRONG WALL DETAILS	S-8	CALIFORNIA ROOF FRAMING
C1.0	SURVEY PLAN	S-3	FOUNDATION PLAN	S-9	FRAMING DETAILS
A0.3a	CAL GREEN TIER 1 RESIDENTIAL MEASURES	S-3.1	SLAB REINF. DIRECTION	S-10	FRAMING DETAILS
A0.3b	CAL GREEN TIER 1 RESIDENTIAL MEASURES CONT'D	S-4	AR PLAN	S-1	GENERAL NOTES FOUNDATION DETAILS
A0.3c	CAL GREEN TIER 1 RESIDENTIAL MEASURES	S-4.1	1ST AND 2ND FLOOR SHEAR WALL	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A0.3d	CAL GREEN TIER 1 RESIDENTIAL MEASURES CONT'D	S-4.2	SHEAR WALL ELEVATIONS	S-2.1	STRONG WALL DETAILS
A0.4a	ACOUSTICAL NOTES	S-5	ROOF FRAMING	S-2.2	STRONG WALL DETAILS
A0.4b	ACOUSTICAL DETAIL	S-6	FRAMING DETAILS	S-3	FOUNDATION PLAN
A0.5	PENETRATION DETAILS	S-7	FRAMING DETAILS	S-3.1	SLAB REINF. DIRECTION
A0.6a	ACCESSIBILITY NOTES & DETAILS	S-7.1	GENERAL NOTES FOUNDATION DETAILS	S-4	1ST FLOOR SHEAR WALL
A0.6b	ACCESSIBILITY PARKING DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-5	2ND FLOOR FRAMING
A0.6c	ACCESSIBILITY RESTROOM DETAILS	S-2.1	STRONG WALL DETAILS	S-6	2ND FLOOR SHEAR WALL
A1.0	GENERAL NOTES	S-2.2	STRONG WALL DETAILS	S-6.1	SHEAR WALL ELEVATIONS
A1.2	TITLE 24	S-3	FOUNDATION PLAN	S-7	ROOF FRAMING
A1.3	TITLE 24	S-3.1	SLAB REINF. DIRECTION	S-8	CALIFORNIA ROOF FRAMING
A1.5	ORDINANCE / RESOLUTION	S-4	B PLAN	S-9	FRAMING DETAILS
A1.6	RESOLUTION	S-5	2ND FLOOR FRAMING	S-10	FRAMING DETAILS
A1.7	RESOLUTION	S-6	SHEAR WALL ELEVATIONS	S-1	GENERAL NOTES FOUNDATION DETAILS
A1.8	RESOLUTION	S-6.1	2ND FLOOR SHEAR WALL	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
C-0	EROSION CONTROL PLAN	S-7	ROOF FRAMING	S-2.1	STRONG WALL DETAILS
C-1	CONCEPT GRADING PLAN	S-8	CALIFORNIA ROOF FRAMING	S-2.2	STRONG WALL DETAILS
C-2	VESTING TENTATIVE TRACT MAP	S-9	FRAMING DETAILS	S-3	FOUNDATION PLAN AND 1ST FLOOR SHEAR WALL
C-3	CONCEPT UNDERGROUND RETENTION SYSTEM	S-10	FRAMING DETAILS	S-3.1	SLAB REINF. DIRECTION
A2.0	SITE PLAN	S-1	GENERAL NOTES FOUNDATION DETAILS	S-4	1ST FLOOR SHEAR WALL
A2.1	SITE PAVING PLAN	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-5	2ND FLOOR FRAMING
A2.2	PAVING DETAILS	S-2.1	STRONG WALL DETAILS	S-6	2ND FLOOR SHEAR WALL
A3.0	FIRST FLOOR PLAN	S-2.2	STRONG WALL DETAILS	S-6.1	SHEAR WALL ELEVATIONS
A3.1	SECOND FLOOR PLAN	S-3	FOUNDATION PLAN	S-7	ROOF FRAMING
A4.0	ROOF PLAN	S-3.1	SLAB REINF. DIRECTION	S-8	CALIFORNIA ROOF FRAMING
A5.0	BUILDING 1 AND 2 ELEVATIONS	S-4	1ST FLOOR SHEAR WALL	S-9	FRAMING DETAILS
A5.1	BUILDING 3 AND 4 ELEVATIONS	S-5	2ND FLOOR FRAMING	S-10	FRAMING DETAILS
A5.2	BUILDING 5 AND 6 ELEVATIONS	S-6	2ND FLOOR SHEAR WALL	S-1	GENERAL NOTES FOUNDATION DETAILS
A5.3	BUILDING 7 AND 8 ELEVATIONS	S-6.1	SHEAR WALL ELEVATIONS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A5.4	BUILDING 9 AND 10 ELEVATIONS	S-7	ROOF FRAMING	S-2.1	STRONG WALL DETAILS
A5.5	BUILDING 11 AND 12 ELEVATIONS	S-8	CALIFORNIA ROOF FRAMING	S-2.2	STRONG WALL DETAILS
A5.6	BUILDING 13 AND 14 ELEVATIONS	S-9	FRAMING DETAILS	S-3	FOUNDATION PLAN
A5.7	BUILDING 15 AND 16 ELEVATIONS	S-10	FRAMING DETAILS	S-3.1	SLAB REINF. DIRECTION
A5.8	BUILDING 17 ELEVATIONS	S-1	GENERAL NOTES FOUNDATION DETAILS	S-4	1ST FLOOR SHEAR WALL
A3.2-A	FIRST FLOOR PLAN (BUILDING 1,10)	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-5	2ND FLOOR FRAMING
A4.0-A	ROOF PLAN (BUILDING 1,10)	S-2.1	STRONG WALL DETAILS	S-6	2ND FLOOR SHEAR WALL
A5.0-A	BUILDING ELEVATION (BUILDING 1,10)	S-2.2	STRONG WALL DETAILS	S-6.1	SHEAR WALL ELEVATIONS
A6.0-A	BUILDING SECTION (BUILDING 1,10)	S-3	FOUNDATION PLAN AND 1ST FLOOR SHEAR WALL	S-7	ROOF FRAMING
A3.2-AR	FIRST FLOOR PLAN (BUILDING 2)	S-3.1	SLAB REINF. DIRECTION	S-8	CALIFORNIA ROOF FRAMING
A4.0-AR	ROOF PLAN (BUILDING 2)	S-4	2ND FLOOR FRAMING AND 2ND FLOOR SHEAR WALL	S-9	FRAMING DETAILS
A5.0-AR	BUILDING ELEVATION (BUILDING 2)	S-5	2ND FLOOR FRAMING AND CALIFORNIA ROOF FRAMING	S-10	FRAMING DETAILS
A6.0-AR	BUILDING SECTION (BUILDING 2)	S-6	2ND FLOOR SHEAR WALL	S-1	GENERAL NOTES FOUNDATION DETAILS
A3.2-B	FIRST FLOOR PLAN (BUILDING 11,7)	S-7	ROOF FRAMING	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A4.0-B	ROOF PLAN (BUILDING 11,7)	S-8	CALIFORNIA ROOF FRAMING	S-2.1	STRONG WALL DETAILS
A5.0-B	BUILDING ELEVATION (BUILDING 11,7)	S-9	FRAMING DETAILS	S-2.2	STRONG WALL DETAILS
A6.0-B	BUILDING SECTION (BUILDING 11,7)	S-10	FRAMING DETAILS	S-3	FOUNDATION PLAN
A3.2-C	FIRST FLOOR PLAN (BUILDING 3)	S-1	GENERAL NOTES FOUNDATION DETAILS	S-3.1	SLAB REINF. DIRECTION
A4.0-C	ROOF PLAN (BUILDING 3)	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-4	1ST FLOOR SHEAR WALL
A5.0-C	BUILDING ELEVATION (BUILDING 3)	S-2.1	STRONG WALL DETAILS	S-5	2ND FLOOR FRAMING
A6.0-C	BUILDING SECTION (BUILDING 3)	S-2.2	STRONG WALL DETAILS	S-6	2ND FLOOR SHEAR WALL
A3.2-D	FIRST FLOOR PLAN (BUILDING 13,17)	S-3	FOUNDATION PLAN	S-6.1	SHEAR WALL ELEVATIONS
A4.0-D	ROOF PLAN (BUILDING 13,17)	S-4	1ST FLOOR SHEAR WALL AND ROOF FRAMING	S-7	ROOF FRAMING
A5.0-D	BUILDING ELEVATION (BUILDING 13,17)	S-5	2ND FLOOR SHEAR WALL AND ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
A6.0-D	BUILDING SECTION (BUILDING 13,17)	S-6	2ND FLOOR SHEAR WALL	S-9	FRAMING DETAILS
A3.2-DR	FIRST FLOOR PLAN (BUILDING 4)	S-7	ROOF FRAMING	S-10	FRAMING DETAILS
A4.0-DR	ROOF PLAN (BUILDING 4)	S-8	CALIFORNIA ROOF FRAMING	S-1	GENERAL NOTES FOUNDATION DETAILS
A5.0-DR	BUILDING ELEVATION (BUILDING 4)	S-9	FRAMING DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A6.0-DR	BUILDING SECTION (BUILDING 4)	S-10	FRAMING DETAILS	S-2.1	STRONG WALL DETAILS
A3.2-E	FIRST FLOOR PLAN (BUILDING 5,9,12,16)	S-1	GENERAL NOTES FOUNDATION DETAILS	S-2.2	STRONG WALL DETAILS
A4.0-E	ROOF PLAN (BUILDING 5,9,12,16)	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-3	FOUNDATION PLAN
A5.0-E	BUILDING ELEVATION (BUILDING 5,9,12,16)	S-3	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION
A6.0-E	BUILDING SECTION (BUILDING 5,9,12,16)	S-4	1ST FLOOR SHEAR WALL	S-4	1ST FLOOR SHEAR WALL
A3.2-F	FIRST FLOOR PLAN (BUILDING 14)	S-5	2ND FLOOR FRAMING	S-5	2ND FLOOR FRAMING
A4.0-F	ROOF PLAN (BUILDING 14)	S-6	2ND FLOOR SHEAR WALL	S-6	2ND FLOOR SHEAR WALL
A5.0-F	BUILDING ELEVATION (BUILDING 14)	S-6.1	SHEAR WALL ELEVATIONS	S-7	ROOF FRAMING
A6.0-F	BUILDING SECTION (BUILDING 14)	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
A3.2-FR	FIRST FLOOR PLAN (BUILDING 15)	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
A4.0-FR	ROOF PLAN (BUILDING 15)	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
A5.0-FR	BUILDING ELEVATION (BUILDING 15)	S-1	GENERAL NOTES FOUNDATION DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
A6.0-FR	BUILDING SECTION (BUILDING 15)	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A3.2-G	FIRST FLOOR PLAN (BUILDING 8)	S-2.1	STRONG WALL DETAILS	S-2.1	STRONG WALL DETAILS
A4.0-G	ROOF PLAN (BUILDING 8)	S-2.2	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
A5.0-G	BUILDING ELEVATION (BUILDING 8)	S-3	FOUNDATION PLAN	S-3	FOUNDATION PLAN
A6.0-G	BUILDING SECTION (BUILDING 8)	S-3.1	SLAB REINF. DIRECTION	S-3.1	SLAB REINF. DIRECTION
A3.2-GR	FIRST FLOOR PLAN (BUILDING 6)	S-4	1ST FLOOR SHEAR WALL	S-4	1ST FLOOR SHEAR WALL
A4.0-GR	ROOF PLAN (BUILDING 6)	S-5	2ND FLOOR FRAMING	S-5	2ND FLOOR FRAMING
A5.0-GR	BUILDING ELEVATION (BUILDING 6)	S-6	2ND FLOOR SHEAR WALL	S-6	2ND FLOOR SHEAR WALL
A6.0-GR	BUILDING SECTION (BUILDING 6)	S-6.1	SHEAR WALL ELEVATIONS	S-7	ROOF FRAMING
A4.18	FLOOR PLANS (COMMUNITY CENTER)	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
A4.19	BUILDING ELEVATIONS (COMMUNITY CENTER)	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
A4.20	BUILDING SECTIONS (COMMUNITY CENTER)	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
A6.10	STAIR SECTIONS	S-1	GENERAL NOTES FOUNDATION DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
A7.0	DOORS, WINDOWS & FINISH SCHEDULE	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
A7.1	EXTERIOR FINISHES	S-2.1	STRONG WALL DETAILS	S-2.1	STRONG WALL DETAILS
A7.2	EXTERIOR FINISHES	S-2.2	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
D-1	DETAIL	S-3	FOUNDATION PLAN	S-3	FOUNDATION PLAN
D-2	DETAIL	S-3.1	SLAB REINF. DIRECTION	S-3.1	SLAB REINF. DIRECTION
D-3	DETAIL	S-4	1ST FLOOR SHEAR WALL	S-4	1ST FLOOR SHEAR WALL
D-4	DETAIL	S-5	2ND FLOOR FRAMING	S-5	2ND FLOOR FRAMING
D-5	DETAIL	S-6	2ND FLOOR SHEAR WALL	S-6	2ND FLOOR SHEAR WALL
L1.0	LANDSCAPE PLAN	S-6.1	SHEAR WALL ELEVATIONS	S-7	ROOF FRAMING
L1.1	WALL AND FENCE	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
L2.0	IRRIGATION PLAN	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
L2.1	IRRIGATION DETAILS	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
S-1	GENERAL NOTES FOUNDATION DETAILS	S-10	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-1	GENERAL NOTES FOUNDATION DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
S-2.1	STRONG WALL DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2.1	STRONG WALL DETAILS
S-2.2	STRONG WALL DETAILS	S-2.1	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
S-3	FOUNDATION PLAN	S-2.2	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
S-3.1	SLAB REINF. DIRECTION	S-3	FOUNDATION PLAN	S-3	FOUNDATION PLAN
S-4	ROOF FRAMING AND 1ST FLOOR SHEAR WALL	S-3.1	SLAB REINF. DIRECTION	S-3.1	SLAB REINF. DIRECTION
S-4.1	SHEAR WALL ELEVATIONS	S-4	1ST FLOOR SHEAR WALL	S-4	1ST FLOOR SHEAR WALL
S-4.2	SHEAR WALL ELEVATIONS	S-5	2ND FLOOR FRAMING	S-5	2ND FLOOR FRAMING
S-5	FRAMING DETAILS	S-6	2ND FLOOR SHEAR WALL	S-6	2ND FLOOR SHEAR WALL
S-6	MOMENT FRAME DETAILS	S-6.1	SHEAR WALL ELEVATIONS	S-7	ROOF FRAMING
S-6.1	GENERAL NOTES FOUNDATION DETAILS	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
S-7	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
S-8	STRONG WALL DETAILS	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
S-9	STRONG WALL DETAILS	S-10	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
S-10	STRONG WALL DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
S-1.1	FOUNDATION PLAN	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2.1	STRONG WALL DETAILS
S-1.2	FOUNDATION PLAN	S-2.1	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
S-2	FOUNDATION PLAN	S-2.2	STRONG WALL DETAILS	S-3	FOUNDATION PLAN
S-3	FOUNDATION PLAN	S-3	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION
S-3.1	SLAB REINF. DIRECTION	S-3.1	SLAB REINF. DIRECTION	S-4	1ST FLOOR SHEAR WALL
S-4	1ST AND 2ND FLOOR SHEAR WALL	S-4	1ST FLOOR SHEAR WALL	S-5	2ND FLOOR FRAMING
S-4.1	SHEAR WALL ELEVATIONS	S-5	2ND FLOOR SHEAR WALL	S-6	2ND FLOOR SHEAR WALL
S-4.2	SHEAR WALL ELEVATIONS	S-6	2ND FLOOR SHEAR WALL	S-7	ROOF FRAMING
S-5	ROOF FRAMING	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
S-6	FRAMING DETAILS	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
S-7	FRAMING DETAILS	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
S-8	FRAMING DETAILS	S-10	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
S-9	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
S-10	FRAMING DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2.1	STRONG WALL DETAILS
S-1.1	FOUNDATION PLAN	S-2.1	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
S-1.2	FOUNDATION PLAN	S-2.2	STRONG WALL DETAILS	S-3	FOUNDATION PLAN
S-2	FOUNDATION PLAN	S-3	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION
S-3	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION	S-4	1ST FLOOR SHEAR WALL
S-3.1	SLAB REINF. DIRECTION	S-4	1ST FLOOR SHEAR WALL	S-5	2ND FLOOR FRAMING
S-4	1ST FLOOR SHEAR WALL	S-5	2ND FLOOR FRAMING	S-6	2ND FLOOR SHEAR WALL
S-4.1	SHEAR WALL ELEVATIONS	S-6	2ND FLOOR SHEAR WALL	S-7	ROOF FRAMING
S-4.2	SHEAR WALL ELEVATIONS	S-7	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING
S-5	ROOF FRAMING	S-8	CALIFORNIA ROOF FRAMING	S-9	FRAMING DETAILS
S-6	FRAMING DETAILS	S-9	FRAMING DETAILS	S-10	FRAMING DETAILS
S-7	FRAMING DETAILS	S-10	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS
S-8	FRAMING DETAILS	S-1	GENERAL NOTES FOUNDATION DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE
S-9	FRAMING DETAILS	S-2	TYPICAL SHEAR WALL DETAILS AND SCHEDULE	S-2.1	STRONG WALL DETAILS
S-10	FRAMING DETAILS	S-2.1	STRONG WALL DETAILS	S-2.2	STRONG WALL DETAILS
S-1.1	FOUNDATION PLAN	S-2.2	STRONG WALL DETAILS	S-3	FOUNDATION PLAN
S-1.2	FOUNDATION PLAN	S-3	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION
S-2	FOUNDATION PLAN	S-3.1	SLAB REINF. DIRECTION	S-4	1ST FLOOR SHEAR WALL
S-3	FOUNDATION PLAN	S-4	1ST FLOOR SHEAR WALL	S-5	2ND FLOOR FRAMING
S-3.1	SLAB REINF. DIRECTION	S-5	2ND FLOOR FRAMING	S-6	2ND FLOOR SHEAR WALL





# SECOND FLOOR PLAN



17-029

A31

## GREEN ISLAND VILLA 63 RESIDENTIAL UNITS

635 LOS ANGELES AVE  
MOORPARK, CA.

## SKY LINE 66, LLC

23622 CALABASAS ROAD, #121  
CALABASAS, CA. 91302

NO. DATE ISSUED FOR

NO.	DATE	ISSUED FOR

2ND FLOOR PLAN

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DRAWN BY: J.C.L.M.

DATE: 17-17

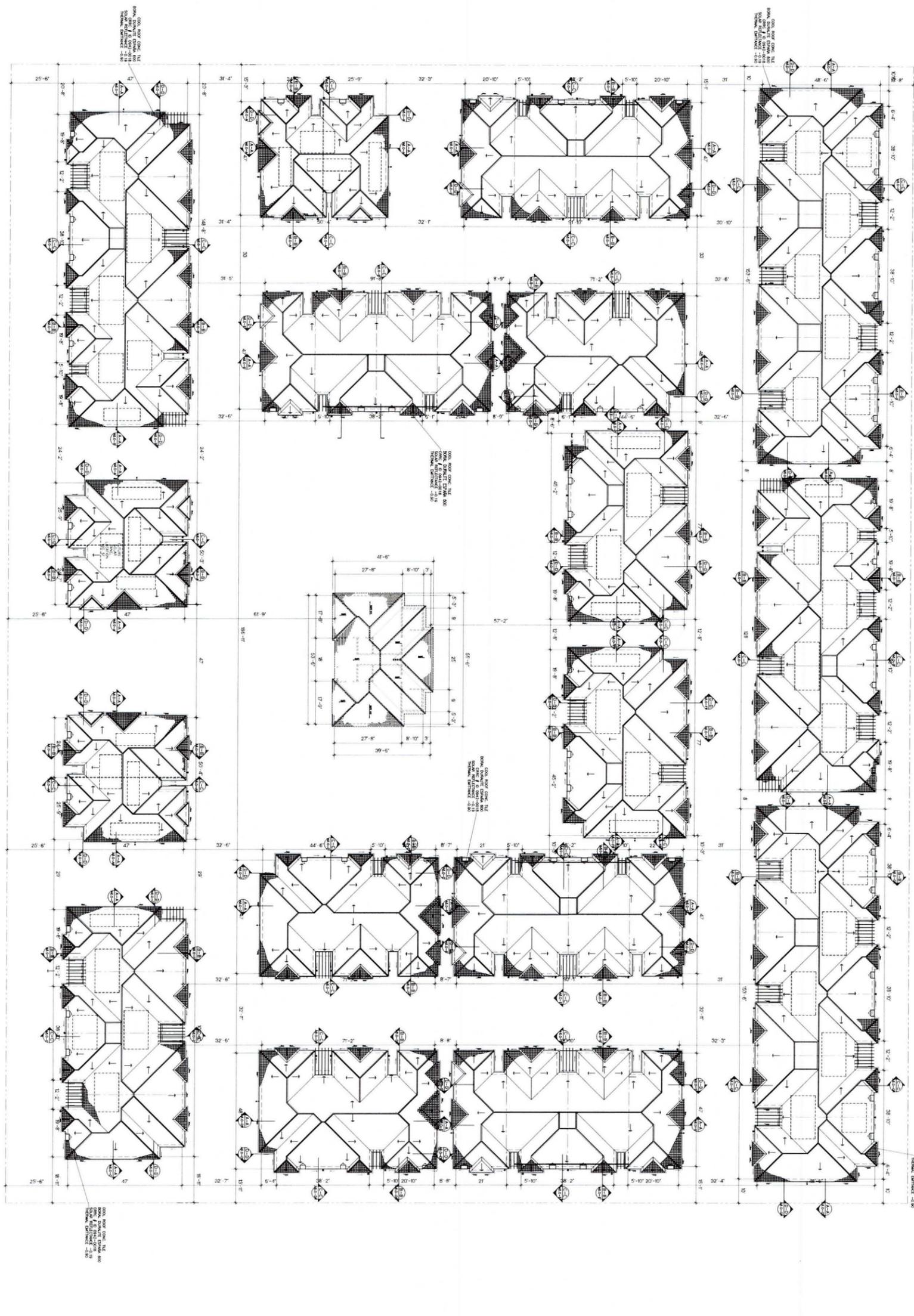
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12000 RESIDENTIAL ARCHITECTURE  
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12000 RESIDENTIAL ARCHITECTURE



SECOND FLOOR PLAN



17-029

PROJECT NO. A32

**GREEN ISLAND VILLA  
63 RESIDENTIAL UNITS**

635 LOS ANGELES AVE  
MOORPARK, CA.

**SKY LINE 66, LLC**

23622 CALABASAS ROAD, #121  
CALABASAS, CA. 91302

ISSUED SHEET

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ROOF PLAN

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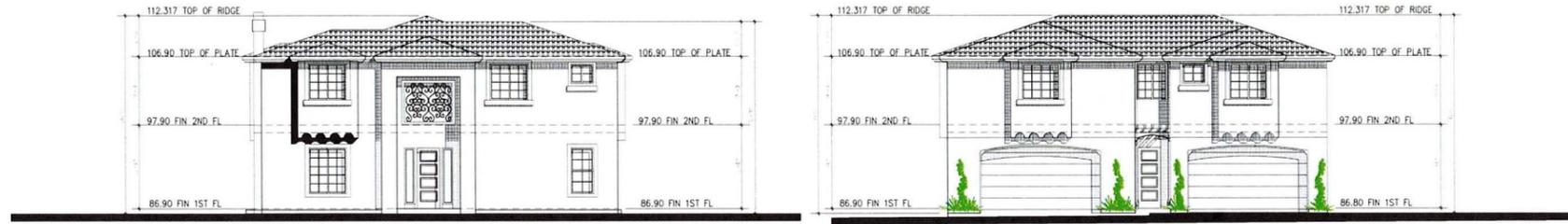
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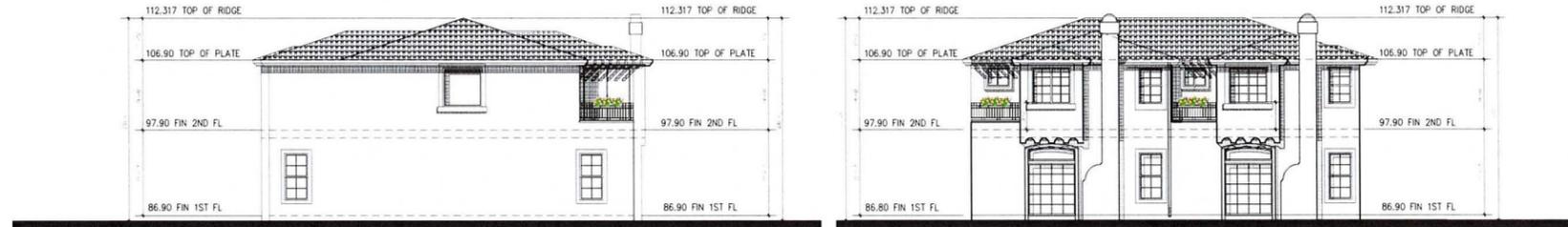
DRAWN BY: J.C.L.M. DATE: 1/17/17 CHECKED BY: DATE: --17

13000 SERRANO DRIVE, SUITE 100  
TOLSON (916) 361-4000, CA. 91411  
E MAIL: SD@KETERDESIGN.COM



3 BUILDING 1 WEST ELEVATION  
3/8" = 1'-0"

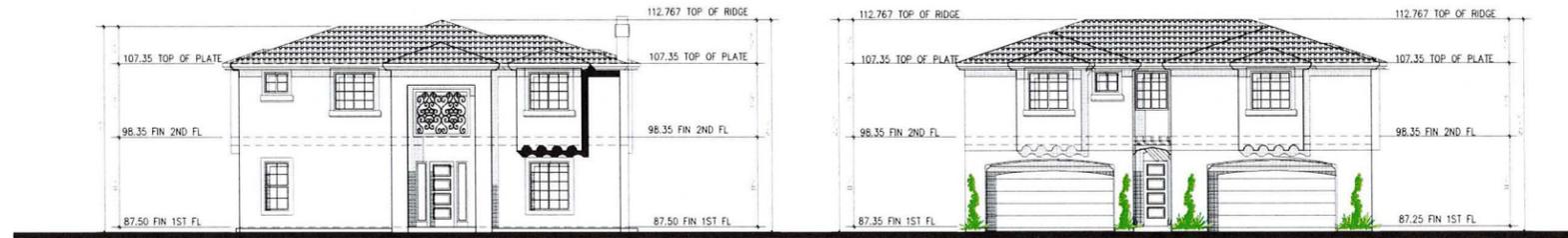
4 BUILDING 1 NORTH ELEVATION  
3/8" = 1'-0"



2 BUILDING 1 EAST ELEVATION  
3/8" = 1'-0"

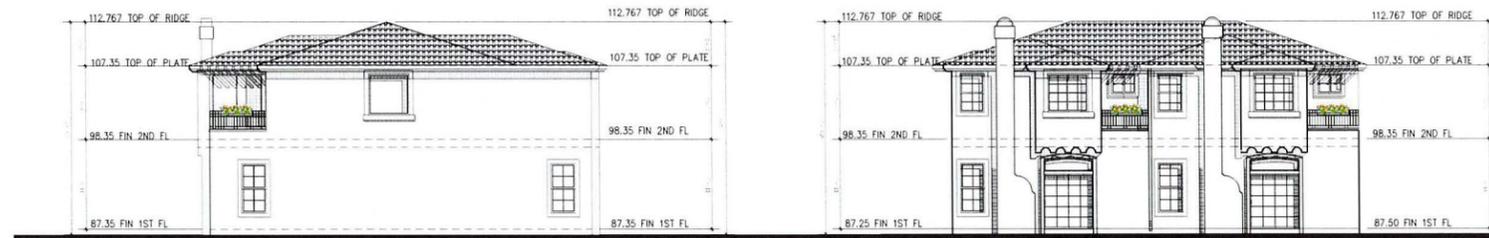
1 BUILDING 1 SOUTH ELEVATION  
3/8" = 1'-0"

BUILDING 1 - TYPE A



3 BUILDING 2 WEST ELEVATION  
3/8" = 1'-0"

4 BUILDING 2 NORTH ELEVATION  
3/8" = 1'-0"



2 BUILDING 2 EAST ELEVATION  
3/8" = 1'-0"

1 BUILDING 2 SOUTH ELEVATION  
3/8" = 1'-0"

BUILDING 2 - TYPE AR



12605 RIVERSIDE DRIVE-SUITE 100  
NORTH HOLLYWOOD, CA 91411  
TEL: (818) 387-8832  
E-MAIL: 8042@KETTERDESIGNS.COM

AR DWG. ID.	NO.	DATE	DESCRIPTION	DRAWN BY:	CHECKED BY:	DATE
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BUILDING ELEVATIONS  
BUILDING 1, 2

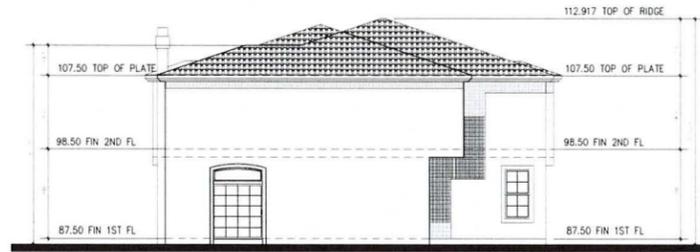
**GREEN ISLAND VILLA  
63 RESIDENTIAL UNITS**  
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MOORPARK, CA

**SKY LINE 66, LLC**  
23622 CALABASAS ROAD, #121  
CALABASAS, CA, 91302

17-029

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SHEET NO.

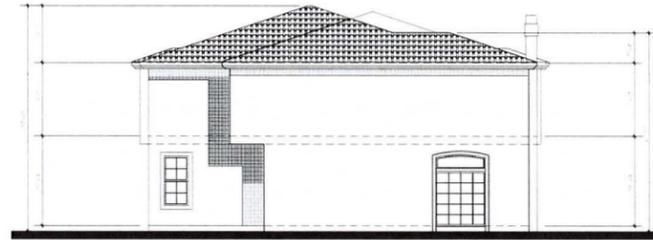
A50



2 BUILDING 3 - EAST ELEVATION  
3'-0" x 12'



4 BUILDING 3 - NORTH ELEVATION  
3'-0" x 12'



3 BUILDING 3 - WEST ELEVATION  
3'-0" x 12'



1 BUILDING 3 - SOUTH ELEVATION  
3'-0" x 12'

98.50 FIN 2ND FL

BUILDING 3 - TYPE C



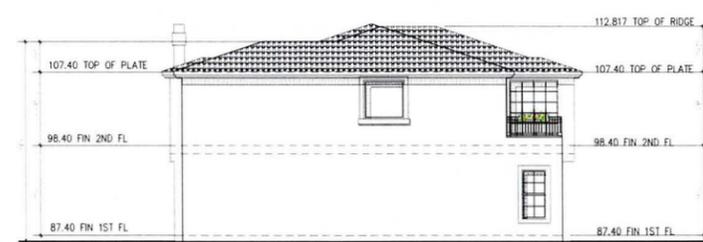
1 BUILDING 4 - NORTH ELEVATION  
3'-0" x 12'



3 BUILDING 4 - SOUTH ELEVATION  
3'-0" x 12'



2 BUILDING 4 - EAST ELEVATION  
3'-0" x 12'



3 BUILDING 4 - WEST ELEVATION  
3'-0" x 12'

BUILDING 4 - TYPE DR



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E-MAIL: BOB@KETTERDESIGNS.COM

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NO.	DATE	ISSUED FOR	BY	TITLE

BUILDING ELEVATIONS  
BUILDING 3,4

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63 RESIDENTIAL UNITS**  
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MOORPARK, CA.

**SKY LINE 66, LLC**  
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CALABASAS, CA. 91302

PROJECT CLIENT

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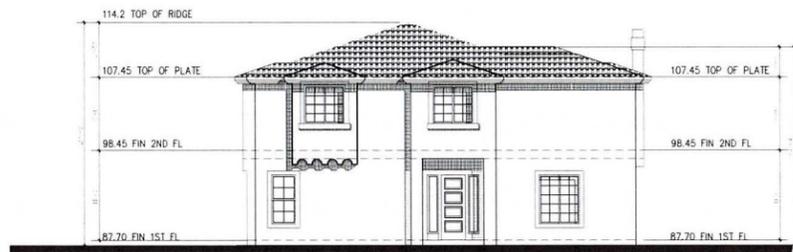
A5.1



1 BUILDING 5 - NORTH ELEVATION  
3/8" = 1'-0"



1 BUILDING 5 - EAST ELEVATION  
3/8" = 1'-0"

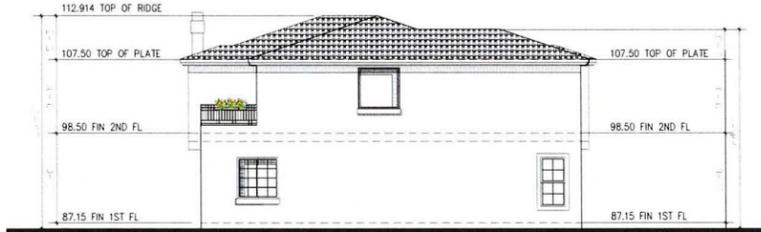


2 BUILDING 5 - SOUTH ELEVATION  
3/8" = 1'-0"



3 BUILDING 5 - WEST ELEVATION  
3/8" = 1'-0"

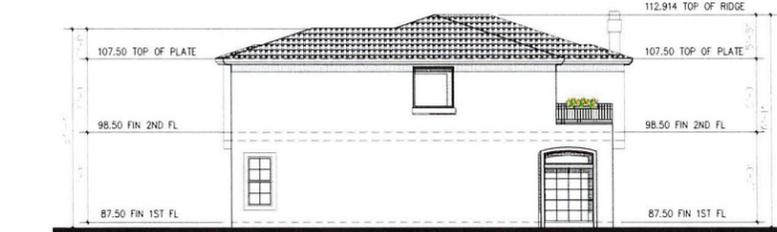
BUILDING 5 - TYPE E



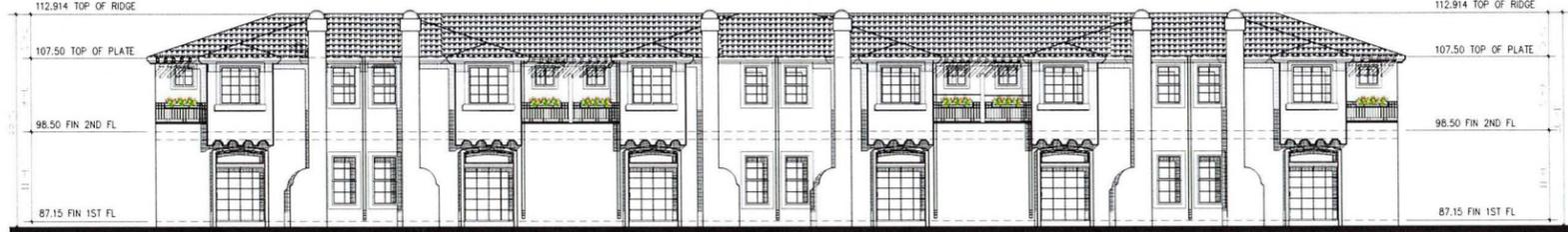
2 BUILDING 6 - EAST ELEVATION  
3/8" = 1'-0"



1 BUILDING 6 - NORTH ELEVATION  
3/8" = 1'-0"



3 BUILDING 6 - WEST ELEVATION  
3/8" = 1'-0"



1 BUILDING 6 - SOUTH ELEVATION  
3/8" = 1'-0"

BUILDING 6 - TYPE GR



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 CHECKED BY: [ ]  
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 DATE: --/--/17

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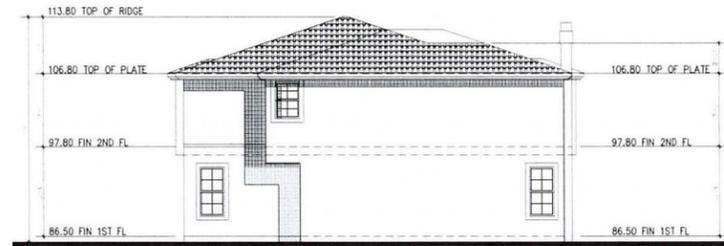
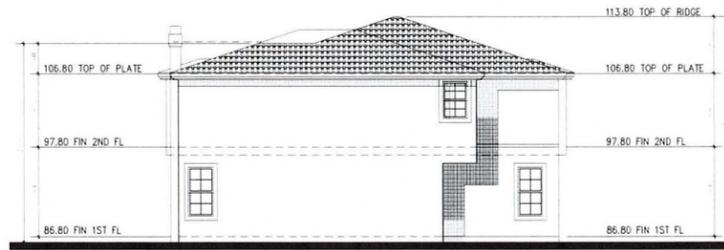
NO.	DATE	ISSUED FOR

BUILDING ELEVATIONS  
 BUILDING 5,6

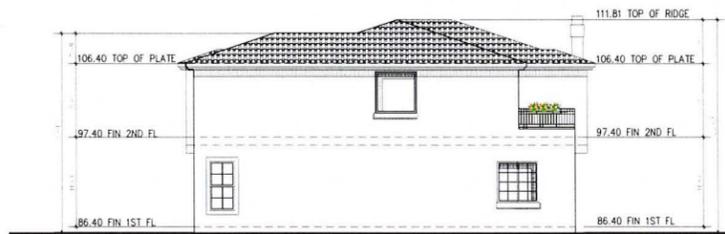
**GREEN ISLAND VILLA**  
**63 RESIDENTIAL UNITS**  
 635 LOS ANGELES AVE  
 MOORPARK, CA.

**SKY LINE 66, LLC**  
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PROJECT NO. 17-029  
 SHEET NO. A5.2



BUILDING 7 - TYPE B



BUILDING 8 - TYPE G



12405 RIVERSIDE DRIVE-SUITE#100  
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BUILDING ELEVATIONS  
BUILDING 7.8

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17-029

PROJECT NO.  
SHEET NO.

A5.3



1 BUILDING 9 - NORTH ELEVATION  
S.E.-1-C



1 BUILDING 9 - WEST ELEVATION  
S.E.-1-C



2 BUILDING 9 - SOUTH ELEVATION  
S.E.-1-C



3 BUILDING 9 - EAST ELEVATION  
S.E.-1-C

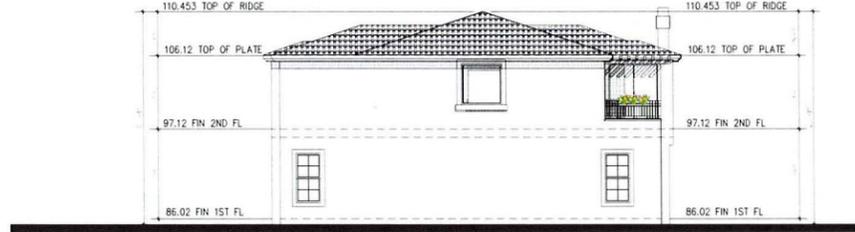
BUILDING 9 - TYPE E



3 BUILDING 10 - SOUTH ELEVATION  
S.E.-1-C



4 BUILDING 10 - WEST ELEVATION  
S.E.-1-C



2 BUILDING 10 - NORTH ELEVATION  
S.E.-1-C



1 BUILDING 10 - EAST ELEVATION  
S.E.-1-C

BUILDING 10 - TYPE A



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E-MAIL: K@KETTERDESIGNS.COM

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BUILDING ELEVATIONS  
BUILDING 9, 10

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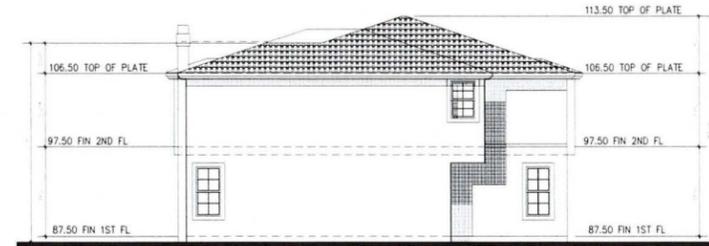
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PROJECT NO.  
SHEET NO.

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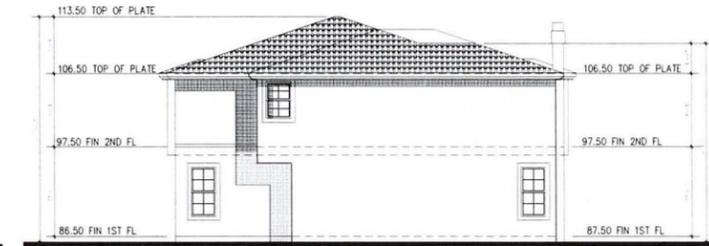
1 BUILDING 11 - SOUTH ELEVATION  
17-029



2 BUILDING 11 - EAST ELEVATION  
17-029



4 BUILDING 11 - NORTH ELEVATION  
17-029



3 BUILDING 11 - WEST ELEVATION  
17-029

BUILDING 11 - TYPE B



1 BUILDING 12 - NORTH ELEVATION  
17-029



1 BUILDING 12 - WEST ELEVATION  
17-029



2 BUILDING 12 - SOUTH ELEVATION  
17-029



3 BUILDING 12 - EAST ELEVATION  
17-029

BUILDING 12 - TYPE E



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THESE DRAWINGS AND SPECIFICATIONS  
DESCRIBE THE WORK TO BE DONE BY THE  
CONTRACTOR. THE CONTRACTOR SHALL  
VERIFY ALL CONDITIONS AND CONDITIONS  
BEFORE BEGINNING WORK. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR OBTAINING ALL  
NECESSARY PERMITS AND APPROVALS.  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
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PERMITS AND APPROVALS. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR OBTAINING ALL  
NECESSARY PERMITS AND APPROVALS.

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GREEN ISLAND VILLA  
63 RESIDENTIAL UNITS  
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SKY LINE 66, LLC  
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PROJECT NO.  
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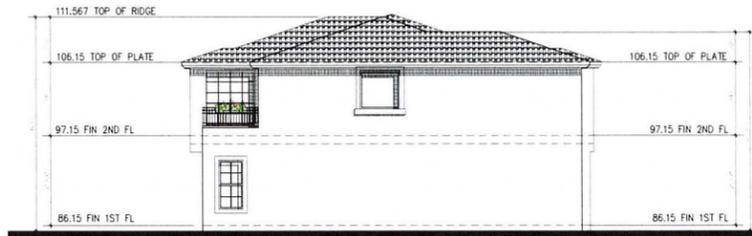
1 BUILDING 13 - NORTH ELEVATION  
3/17-12



1 BUILDING 13 - SOUTH ELEVATION  
3/17-12



2 BUILDING 13 - EAST ELEVATION  
3/17-12



3 BUILDING 13 - WEST ELEVATION  
3/17-12

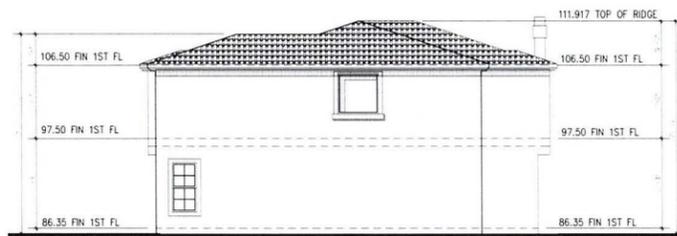
BUILDING 13 - TYPE D



3 BUILDING 14 - NORTH ELEVATION  
3/17-12



1 BUILDING 14 - SOUTH ELEVATION  
3/17-12



4 BUILDING 14 - EAST ELEVATION  
3/17-12



2 BUILDING 14 - WEST ELEVATION  
3/17-12

BUILDING 14 - TYPE F



12605 RIVERSIDE DRIVE-SUITE 100  
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E-MAIL: BOB@KETTERDESIGNS.COM

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REVISIONS

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DESIGNED, DRAWN AND CHECKED BY THE  
OWNER OR HIS ARCHITECT. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR OBTAINING ALL  
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PROVIDED TO THE ARCHITECT. THE ARCHITECT  
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OR SPECIFICATIONS WHICH MAY BE  
DISCOVERED AFTER THE COMMENCEMENT  
OF THE WORK.

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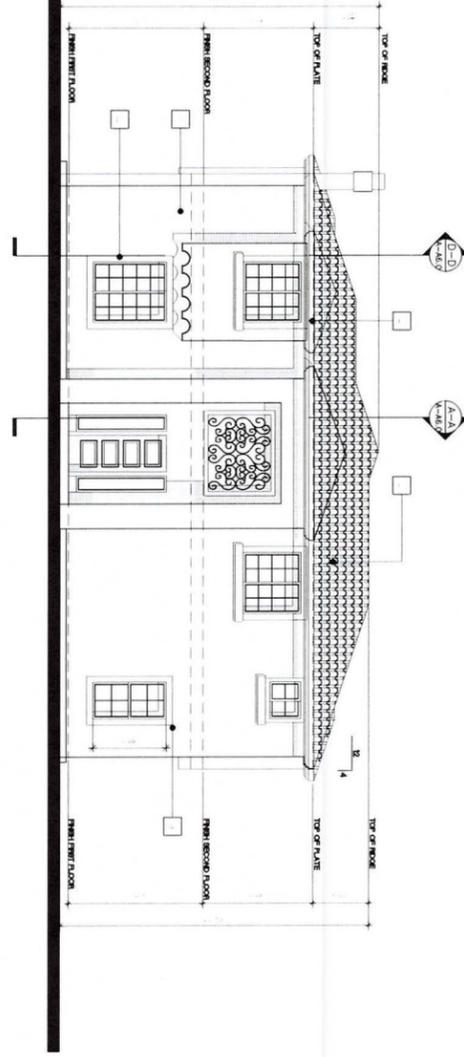
BUILDING ELEVATIONS  
BUILDING 13,14

GREEN ISLAND VILLA  
63 RESIDENTIAL UNITS  
635 LOS ANGELES AVE  
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PROJECT CLIENT  
17-029  
PROJECT NO.  
SUBMIT NO.  
A56



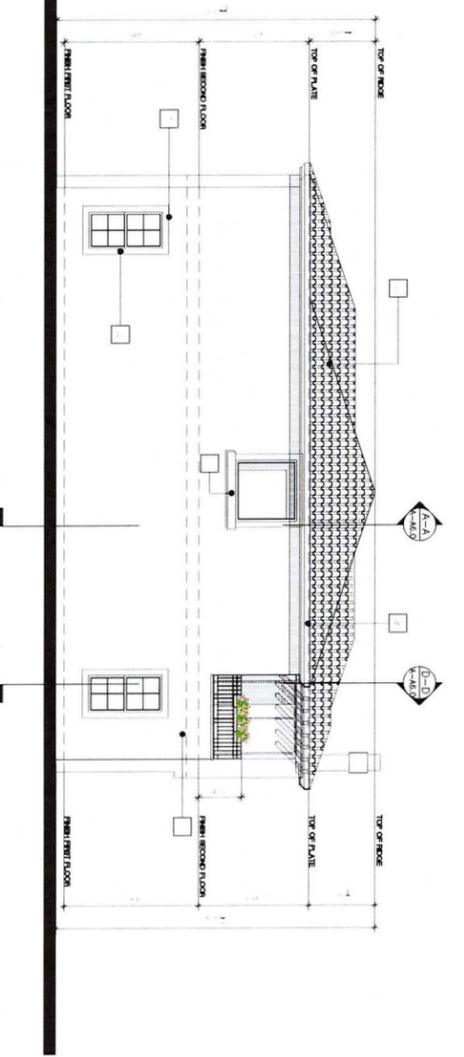




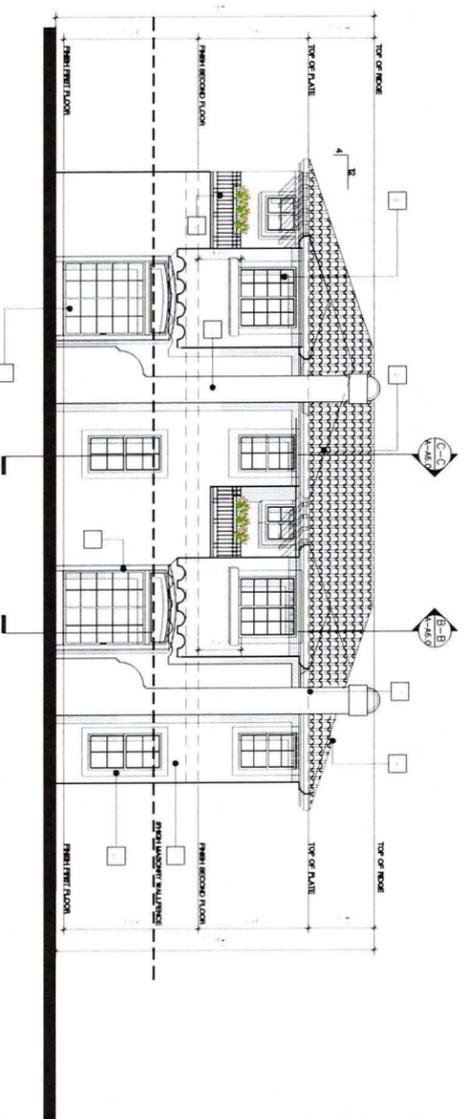
3 WEST ELEVATION  
3/16" = 1'-0"



4 NORTH ELEVATION  
3/16" = 1'-0"



2 EAST ELEVATION  
3/16" = 1'-0"



1 SOUTH ELEVATION  
3/16" = 1'-0"

- KEY NOTES LEGEND**
1. COLO. ROOF TILE W/ 1/4" x 1/4" NATURAL RED CERAMIC UNDERLAYMENT
  2. EXPOSED WOOD FASCIA
  3. SMOOTH EXTERIOR PLASTER OVER WIRE MESH
  4. 1/2" GABRIEL ROBERTSON MARKED BRICK DESIGN LINE ON S. ROOF TO WALL FLASHING
  5. 1/4" VENEER CHANNELS STUCCO OVER SHEET ROCK
  6. CLEAR GLASS
  7. BASED PLASTER FIN W/ SMOOTH STEEL TRIM
  8. EXTERIOR CHANGES WITH FRESH
  9. 1/2" GABRIEL ROBERTSON MARKED BRICK DESIGN LINE ON S. ROOF TO WALL FLASHING
  10. STEEL GARAGE DOOR
  11. 1/4" VENEER CHANNELS STUCCO OVER SHEET ROCK



13200 REPUBLIC DRIVE, SUITE 100  
DALLAS, TEXAS 75244  
TEL: (972) 247-8000  
WWW.KETERCORPORATION.COM

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AB DWG ID: DRAWER #

PREVISIONS

DRAWN BY: J.C.L.M. DATE: 1/7-17 CHECKED BY: DATE: --17

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NO.	DATE	ISSUED FOR

BUILDING ELEVATIONS  
BUILDING 1 (TYPE A)

**GREEN ISLAND VILLA  
63 RESIDENTIAL UNITS**

635 LOS ANGELES AVE  
MOORPARK, CA.

**SKY LINE 66, LLC**

23622 CALABASAS ROAD, #121  
CALABASAS, CA. 91302

PROJECT CLIENT

17-029

PROJECT NO.  
SHEET NO.

A50-A











12005 RIVERSIDE DRIVE-SUITE#100  
NORTH HOLLYWOOD, CA 91411  
TEL: (818) 387-8832  
E-MAIL: BOB@KETTERTDESIGNS.COM

NO.	DATE	DESCRIPTION
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DRAWN BY: J.C.L.M. DATE: 11/21/17  
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 DESCRIBE THE WORK TO BE DONE AND  
 SHALL BE CONSIDERED COMPLETE AND  
 BINDING ON THE CONTRACTOR FOR ALL  
 PURPOSES. THE CONTRACTOR SHALL BE  
 RESPONSIBLE FOR OBTAINING ALL  
 NECESSARY PERMITS AND APPROVALS  
 FROM THE LOCAL AUTHORITIES. THE  
 CONTRACTOR SHALL BE RESPONSIBLE FOR  
 OBTAINING A SURETY BOND IN THE AMOUNT  
 OF \$100,000.00.

NO.	DATE	ISSUED FOR

**BUILDING ELEVATIONS**  
**BUILDING 4 (TYPE DR)**

- KEY NOTES LEGEND**
- 1 COOL ROOF TILE MCA F-40 NATURAL RED CRG# ID 0882-0030-SOLAR REFLECTANCE-0.45 THERMAL EMITTANCE-0.35
  - 2 EXPOSED WOOD FASCIA
  - 3 SMOOTH EXTERIOR PLASTER OVER PAPER BACKED METAL LATH (TYP) INSTALL 2 LAYERS OF PAPER OVER WOOD SHEATHING LAYERS SHALL BE INSTALLED INDEPENDENTLY.
  - 4 WOOD TRELLIS
  - 5 DECORATIVE W.I. METAL GUARDRAIL, 42" MIN HT
  - 6 CLEAR GLASS
  - 7 RAISED PLASTER TRIM W/ SMOOTH STEEL TROWEL
  - 8 EXTERIOR CHIMNEY WITH FIREPLACE
  - 9 LUX GARAGE DOORS LONG RAISED PANEL DESIGN STEEL GARAGE DOOR
  - 10 LINE OF G.I. ROOF TO WALL FLASHING
  - 11 1/4" MINIMUM CEMENTITIOUS STUCCO COAT OVER FOAM.

**GREEN ISLAND VILLA**  
**63 RESIDENTIAL UNITS**  
 635 LOS ANGELES AVE  
 MOORPARK, CA.

**SKY LINE 66, LLC**  
 23622 CALABASAS ROAD, #121  
 CALABASAS, CA. 91302

PROJECT CLIENT

**17-029**  
 PROJECT NO.  
 SHEET NO.  
**A50-DR**



















**DLA Piper LLP (US)**  
 550 South Hope Street  
 Suite 2400  
 Los Angeles, California 90071-2618  
 www.dlapiper.com

Andrew Brady  
 Andrew.Brady@us.dlapiper.com  
 T 213.694.3108  
 F 310.595.3406

June 2, 2021  
 VIA E-MAIL

Freddy A. Carrillo  
 Associate Planner II  
 City of Moorpark  
 799 Moorpark Avenue  
 Moorpark, CA 93021  
 Email: [fcarrillo@moorparkca.gov](mailto:fcarrillo@moorparkca.gov)

**Re: 635 W. Los Angeles Avenue – Green Island Villas  
 Request for Waiver of High Voltage Line Undergrounding Per Special Condition No. 33**

Dear Freddy,

This law firm represents Sky Line 66, LLC (“Applicant”) in connection with its 69-unit multi-family residential development project located at 635 West Los Angeles Avenue, Moorpark, CA 93021 (the “Project”). Per your request, this letter provides a request for a waiver and justification for the request to waive the requirement to underground certain high voltage electrical lines adjacent to the Project site along Los Angeles Avenue.

On February 19, 2020, the Moorpark City Council approved a General Plan Amendment, Zone Change, Residential Planned Development, Vesting Tentative Tract Map, Development Agreement and adopted a Negative Declaration for the Project. The approvals incorporate “Standard Conditions of Approval,” which include Condition of Approval No. 33, adopted for the Project via Resolution No. 2020-3888, which states, “[p]rior to issuance of the first building permit, all existing and proposed utilities, including electrical transmission lines less than 67 Kv, must be under-grounded consistent with plans approved by the City Engineer, Public Works Director and Community Development Director. Any exceptions must be approved by the City Council” (“Condition 33”).

Following the City’s approval of entitlements for the Project, the City took the position that Condition 33 requires undergrounding of certain high voltage electrical transmission lines operated by Southern California Edison (“Edison”) that are in the public right of way and run along the northern side of Los Angeles Avenue adjacent to the Project site (“High Voltage Lines”).

The Applicant’s specific request is that the City waive the requirement to underground the High Voltage Lines. To clarify, the Applicant is not requesting relief from any other electrical line undergrounding requirements pursuant to Condition 33, just the High Voltage Lines.



City of Moorpark  
June 2, 2021  
Page 2

The justifications for the waiver request are as follows:

- The cost of undergrounding the High Voltage Lines is substantial and would bankrupt the Project. Edison estimates the work could cost **\$2.3 million**, which cost could be subject to “significant increases due to various known and/or unknown reasons.” (See, **Attachment A**, Edison “Rough Order of Magnitude” cost estimate.) We also note that the Project is already paying over \$3 million in fees to the City under its Development Agreement. This additional expense would bankrupt the Project, making it unfinanceable.
- According to Edison, the timing associated with the process of undergrounding the High Voltage Lines is approximately **2.5 years** and consists of many steps that are subject to further delays at any point during the process. In accordance with the language of Condition 33, this work would moreover have to be completed before the Applicant could obtain any building permits for the Project. This long, uncertain and costly delay in being able to commence construction would further ensure that Project construction would be unfinanceable. (See, **Attachment B**, email exchange with Edison regarding undergrounding process.)
- Undergrounding the High Voltage Lines adjacent to the Project site would not come close to achieving the larger goal of undergrounding the High Voltage Lines along Los Angeles Avenue. As proposed, the undergrounding would only apply to up to a 600-foot span of the High Voltage Lines along Los Angeles Avenue adjacent to the Project site. This would constitute only a small fraction of the approximately 1.5 miles of High Voltage Lines running along Los Angeles Avenue in the City, which runs from the Edison Moorpark Substation on Gerber Road east to Spring Road. Moreover, east of Moorpark Avenue down to Spring Road for approximately half-a-mile, the High Voltage Lines run adjacent to existing single-family houses, which are unlikely to be redeveloped at any point in the foreseeable future (there is also uncertainty as to the development of commercial parcels on the same road). Accordingly, undergrounding the High Voltage Lines in a piecemeal manner as Los Angeles Avenue redevelopment continues is unlikely to result in the undergrounding of the entirety of the lines. Notably, the Special Condition that formed the basis for Condition 33 was adopted by the City Council in March 2009 – over twelve years ago – and the Project is the *first* proposed redevelopment of a property along Los Angeles Avenue to be asked to underground the High Voltage Lines. It would seem a more holistic solution may be a better means of resolving this issue.



City of Moorpark  
June 2, 2021  
Page 3

- As confirmed by Edison, the High Voltage Lines do not serve the Project but are rather electric transmission lines that run from substation to substation. (See, **Attachment C**, 2/1/2021 email from Edison.) As stated in our prior letters dated March 22 and May 10, 2021, we believe that this fact makes the request to underground the lines legally unenforceable under the “nexus” and “proportionality” requirements set forth in the Supreme Court cases *Nollan v. California Coastal Commission*, 483 U.S. 825, 838 (1987) (“*Nollan*”) and *Dolan v. City of Tigard*, 512 U.S. 374, 386 (1987) (“*Dolan*”). Under *Nollan* and *Dolan*, the City must provide evidence in the record and findings demonstrating: (1) a nexus between the requested “exaction,” i.e., the request for an improvement to a public facility, and an actual burden the project places on a legitimate government interest; and (2) rough proportionality in scale between the exaction and the project’s impacts. (Id.) These rules are rooted in Constitutional takings principles and fairness considerations, namely, that it is improper and unfair for a City to shift the burden of paying for public improvements on developments that do not impact the facilities to be improved. We do not think the demand to underground the High Voltage Lines meets these legal requirements because no findings establishing a nexus and proportionality were made by the City in approving the Project, the High Voltage Lines are not part of the Project, do not serve the Project, and we do not believe the large expenditure required to underground them is proportional to any burden the Project places on a legitimate governmental interest.
- Because Condition 33 does not mention the High Voltage Lines, we do not believe any exception or modification to Condition 33 would be required to waive the City’s present request to underground the High Voltage Lines.

Thank you. Please let me know if you have any questions.

**DLA Piper LLP (US)**

A handwritten signature in blue ink, appearing to read 'AB', written over a light blue horizontal line.

Andrew Brady

Enclosures: Attachments A-C

cc: Karen Vaughn (KVaughn@MoorparkCA.gov)  
Douglas Spondello (DSpondello@MoorparkCA.gov)

**Subject:** Rough Order of Magnitude - High Level Cost Estimate for Budgeting Purposes Only  
**Date:** Thursday, October 22, 2020 at 1:33:13 PM Pacific Daylight Time  
**From:** George Perez <George.Perez@sce.com>  
**To:** Matilda Dahan <matilda@summerlandpartners.com>  
**CC:** Manny Kozar <manny@summerlandpartners.com>, Liat Kozar <liat@summerlandpartners.com>, Kristi Kandel <kristi@idconsulting.us>, Darrell Gordon <Darrell.Gordon@sce.com>, Bernardo Ochoa <Bernardo.Ochoa@sce.com>  
**Attachments:** image003.png

Hello.

Per our previous discussions, SCE has been approached by Summerland Partners to overview the potential Under Ground Conversion of SCE's Double Circuit 66kV Transmission line. This would include three spans at approximately 600 linear feet. Also included as scope is the potential Circuit Breaker Replacement at potentially 3 locations, 600 linear feet of Civil Construction of a 6 duct bank trench, including Under Ground Vaults, and two Tubular Steel Poles.

This work would potentially take up to 24 months to perform from project initiation to completion, pending

This work. At this level of design and engineering a Rough Order of Magnitude (ROM) would be estimated for budgeting purposes only, would be in the neighborhood of \$2.3 Million.

Please be advised, this ROM preliminary high level budget estimate is non-binding and is being provided without the benefit of plans and engineering. The ultimate project cost will therefore be subject to significant increases due to various known and/or unknown reasons and conditions including without limitation: the availability and price of labor and materials, the current ITCC tax rate, field conditions, additional requirements or changes deemed necessary following final engineering, environmental mitigation, acquisition of required land rights, regulatory requirements, and changes in the scope of your proposed project. Due to the foregoing, this ROM is provided to you for general informational purposes only, and should not be relied upon for budgeting or project planning purposes.

Please let me know if you have further questions and please notify me, should you choose to pursue this UG Conversion or not.

Sincerely,

**George Perez**  
**Senior Project Manager – Project Management**  
**Construction & Technical Support**  
**Transmission Department**  
**Southern California Edison**  
**805-559-9913**



Freddy,

The client has not formally submitted to SCE to UG the powerlines as they are requesting a hardship exemption to Condition 33 due to the feasibility (SCE may not accept the project), duration (2-3 additional years of SCE engineering and field construction) and significant costs (2-3 million added cost to the applicant) that result from COA #33.

As the city should be aware of, SCE will not put costs or durations in writing due to each project being highly custom. If the power company provides a conceptual cost estimate and 1-2 years into engineering the project costs are significant higher due to what was uncovered during design, there is significant liability for the power companies from the applicant. Due to applicants feeling misled by the power companies with the initial estimate vs the final costs. If the applicants had known the costs would be exponentially higher than the initial estimate, they would not have pursued the project. As such, cost estimates will not be provided in writing from SCE to avoid future potential litigation on the project.

This project specifically would impact 3 SCE substations along with all of the field work along the project frontage. Until SCE goes into full engineering, the extent of the upgrades to each substation triggered by the UG work will not be known. It would take approximately 1.5-2 years into the 3-year total SCE UG process to complete all of the studies and engineering and to come to a final cost for the project. The developer would not only lose 1.5-2 years on the project, but they would be several hundred thousand more non-refundable dollars to get to that point of the SCE design process.

If the City is not accepting the hardship of 2-3M in added project costs and 2-3 additional years of city required project delays, the client will need to review internally and likely engage a Land Use Attorney to determine their next steps.

## Brady, Andrew

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**From:** George Perez <George.Perez@sce.com>  
**Sent:** Sunday, May 16, 2021 11:07 PM  
**To:** Brady, Andrew; Robert Castillo  
**Cc:** Neuman, Jerry  
**Subject:** RE: (External):635 W. Los Angeles Ave - Moorpark - Summary of Today's Meeting

[EXTERNAL]

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This reflects our conversation. All information that has been provided is based on generalities. Scope, schedule and high level Rough Order of Magnitude Estimates are not engineered or designed.

Thanks.

**George Perez**  
**Senior Project Manager – Project Management**  
**Construction & Technical Support**  
**Transmission Department**  
**Southern California Edison**  
**805-559-9913**



---

**From:** Brady, Andrew <andrew.brady@dlapiper.com>  
**Sent:** Friday, May 14, 2021 12:41 PM  
**To:** George Perez <George.Perez@sce.com>; Robert Castillo <Robert.R.Castillo@sce.com>  
**Cc:** Neuman, Jerry <jerry.neuman@dlapiper.com>  
**Subject:** (External):635 W. Los Angeles Ave - Moorpark - Summary of Today's Meeting

**\*\*\* EXTERNAL EMAIL - Use caution when opening links or attachments \*\*\***

George and Robert,

Thank you so much for taking the time to chat with me earlier today. I am writing this email to memorialize our discussion about the scope of work anticipated for undergrounding the 66 kV high voltage lines on Los Angeles Avenue adjacent to the 635 W. Los Angeles Avenue project in Moorpark. If accurate, I request that you please respond and confirm that my email reflects what you told me. I got anything wrong in this email, please do let me know.

1. How many poles are impacted and what would be installed?
  - a. Four existing poles would come out – including the 3 poles that front onto the site and one additional pole immediately to the east of the site in front of Mission Bell Plaza, covering an approximately a 600 foot span (there is approximately a 200 foot span between poles).
  - b. Edison would install two engineered tubular steel poles (TSP) at both ends of the approximately 600 foot span. Underneath these TSPs Edison would also have to construct two new, fairly large vaults for housing electrical equipment. Underground trenching in the public right of way would also need to occur to lay underground duct bank to house the underground electrical lines running for the 600 foot span.
2. What options are there in terms of design of undergrounding, i.e., could one fewer pole come down?
  - a. Removing fewer poles – for instance only undergrounding a portion of the line – would not substantially reduce the costs and timing of the undergrounding work proposed. The primary drivers of the cost here relate to the installation of the TSPs, construction of the underground vaults, and studying and

redesigning the existing system to accommodate these changes. In any event, whatever the ultimate span of undergrounded line, the job would still require two TSP poles at the ends with large underground vaults and the same study and design work. Reducing the length of the undergrounding would also not make any difference in the amount of time it would take to complete the work, which is described below, because the same process would apply whether the span of undergrounded line was 600 feet or some lesser amount. Thus, while some cost reductions could be achieved by reducing the number of poles removed and the length of trenching and duct bank installation, the primary drivers of cost would still be in place.

3. What the proposed timeline and process for all required deliverables? Following the payment of an initial deposit and a request to begin work, the process and anticipated timing are as follows:
  - a. Circuit Breaker Analysis: One of SCE's initial steps following the start of work would be to conduct a study of the circuit breakers on the high transmission line. These lines have approximately 4 large capacity circuit breakers that are engineered for aboveground lines that may be impacted by the proposed undergrounding. Undergrounding lines changes the dynamics of the system in a manner that may require replacement or upgrades to these existing breakers. The prior \$2.3 million dollar order of magnitude cost estimate did include the study work to analyze the circuit breakers, but not the cost of replacing or upgrading the breakers, which may be necessary.
  - b. Existing Utility and Improvement Analysis: Edison would need the cooperation of the City and Caltrans for street improvement plans and basemaps to understand where existing improvements and utilities are (the two large vaults that would be placed under the TSPs and the duct bank would be installed in existing right of way, so before doing this work SCE would obviously need to understand the precise locations of existing utilities and improvements in these locations. Conducting this work and the circuit breaker analysis can take 3-4 months, assuming Edison can timely receive street improvement plans and basemaps from the City and Caltrans.
  - c. Preliminary Design. Once Edison has analyzed the circuit breakers and the existing improvements and utilities, it can do a preliminary design of the revisions to the system identified above. This can take an estimated additional **3-4 months**.
  - d. Caltrans and Moorpark Review and Approval of Preliminary Design. Once preliminary design is complete, the design would be submitted for comment and approval by Caltrans and the City of Moorpark.
  - e. Final Design. Once the City and Caltrans approve preliminary design, SCE can begin work on the final design. Final design would take another **3-4 months**.
  - f. Ordering TSPs. Once the design is finalized, SCE requires the developer to pay a significant deposit for the manufacturing of the TSPs. When the deposit is paid, SCE will put in the order with its TSP manufacturer. The manufacturing process takes approximately **1 year**.
  - g. Construction. Following all of the previous steps, engineering and construction of the improvements can commence. We anticipate **3-4 months** of construction.
  - h. Overall timeline: Roughly **2.5 years**, which could be longer if either the City or Caltrans provision of information and review of plans is delayed or any unforeseen difficulties are encountered. This would be same process that would take place if there were a shorter span undergrounded.

Thanks so much for taking the time and explaining all this to me.

**Andrew Brady**

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F +1 310 595 3406  
M +1 213 447 6771  
[andrew.brady@us.dlapiper.com](mailto:andrew.brady@us.dlapiper.com)

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Los Angeles, CA 90071-2678



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## Brady, Andrew

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**From:** Robert Castillo <Robert.R.Castillo@sce.com>  
**Sent:** Monday, February 1, 2021 3:11 PM  
**To:** Brady, Andrew; George Perez  
**Cc:** Neuman, Jerry; Manny Kozar; Matilda Dahan; Tyler A Braza  
**Subject:** RE: (External):RE: (External):635 W, Los Angeles Ave - Moorpark

[EXTERNAL]

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Andrew,

This 66kv line goes from substation to substation and does not serve the property in question. Since your project is not going forward at this time we will cancel the engineering advance invoice and project. Please notify us again in the future if your project goes forward.

Please let me know if you have any questions or concerns before we cancel this project.

Thank you,

Robert Castillo  
Project Manager  
ULM Supporting SCE Transmission  
Construction & Technical Support  
Cell 909-320-1897

---

**From:** Brady, Andrew <andrew.brady@dlapiper.com>  
**Sent:** Monday, February 1, 2021 1:30 PM  
**To:** George Perez <George.Perez@sce.com>; Robert Castillo <Robert.R.Castillo@sce.com>  
**Cc:** Neuman, Jerry <jerry.neuman@dlapiper.com>  
**Subject:** RE: (External):RE: (External):635 W, Los Angeles Ave - Moorpark

George and Robert,

Following up from the call last week, I wanted to confirm that we are working with the City of Moorpark to determine if undergrounding the 66 kv lines running along Los Angeles Avenue is actually necessary. So, for the time being, the project will not move forward with the design work on that task. We will follow up when we get a final answer from the City one way or another.

One more question I have is whether and, if so, how the 66 kv transmission line might indirectly serve the project. Is there a way SCE can figure out how this Property might be indirectly served with electricity that runs on the 66 kv transmission line?

If that question requires staff research we can pay for we would be interested in learning more about that.

Your help is greatly appreciated.

Andrew Brady

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## RESOLUTION NO. 2021-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING MODIFICATION NO. 1 TO RESIDENTIAL PLANNED DEVELOPMENT PERMIT (RPD) NO. 2014-02 TO MODIFY CONDITIONS OF APPROVAL OF A PREVIOUSLY-APPROVED RESIDENTIAL DEVELOPMENT LOCATED AT 635 LOS ANGELES AVENUE TO REDUCE THE NUMBER OF UNITS FROM 69 TO 63 WITH RELATED SITE CHANGES AND MODIFY A CONDITION OF APPROVAL REQUIRING ALL UTILITIES TO BE PLACED UNDERGROUND, AND MAKING A DETERMINATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) THAT A PREVIOUSLY-ADOPTED NEGATIVE DECLARATION IS APPLICABLE TO THE PROJECT, ON THE APPLICATION OF MENASHE KOZAR FOR SUMMER LAND PARTNERS GROUP, INC. (ON BEHALF OF SKY LINE 66, LLC)

WHEREAS, on February 19, 2020, the City Council conducted a duly noticed public hearing and adopted Resolution No. 2020-3887 for a Negative Declaration (ND) and approval of General Plan Amendment No. 2014-01 for a change of land use designation from General Commercial to Very High Residential Density, and Resolution No. 2020-3888 approving Residential Planned Development (RPD) Permit No. 2014-02 and Vesting Tentative Tract Map No. 5869 for the construction of a 69-unit multi-family residential condominium project with a recreation center and associated site improvements on a 4.01-acre lot located at 635 Los Angeles Avenue; and

WHEREAS, on November 13, 2020, an application was filed to modify a previously-approved residential project at 635 Los Angeles Avenue to reduce the number of units from 69 to 63 with related site changes, modify a condition of approval requiring all utilities to be placed underground, and modify the terms of a development agreement between the City of Moorpark and Sky Line 66, LLC; and

WHEREAS, on July 27, 2021, the Planning Commission adopted Resolution No. 2021-660, recommending to the City Council to approve Modification No. 1 to RPD No. 2014-02, including the agenda report and any supplements thereto, and written public comments; opened the public hearing and took and considered public testimony both for and against the proposal; and

WHEREAS, at a duly noticed public hearing on September 1, 2021, the City Council considered an agenda report for Modification No. 1 to RPD No. 2014-02 and any supplements thereto and written public comments; opened the public hearing and took and considered public testimony both for and against the proposal; and reached a decision on this matter; and

WHEREAS, the Community Development Director has determined that the request, as amended by Modification No. 1 to RPD No. 2014-02 to reduce the intensity of the proposed development from 69 units to 63 units is consistent with the ND adopted for the original project, including RPD Permit No. 2014-02. Therefore, no further environmental documentation is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. ENVIRONMENTAL DOCUMENTATION: The City Council concurs with the Community Development Director that Modification No. 1 to RPD No. 2014-02 is consistent with the ND adopted for RPD No. 2014-02.

SECTION 2. PLANNED DEVELOPMENT FINDINGS: Based upon the information set forth in the staff report(s), accompanying studies, and oral and written public testimony, the City Council makes the following findings in accordance with City of Moorpark, Municipal Code Section 17.44.040:

- A. The site design, including structure locations, size, height, setbacks, massing, scale, architectural style and colors, and landscaping, is consistent with the goals and policies of the City's General Plan and Zoning Ordinance, in that the Project would provide condominiums as well as deed-restricted affordable housing in a design that is comparable in scale with surrounding residential and commercial development.
- B. The site design would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area in that adequate provision of public access, sanitary services, and emergency services have been ensured in the processing of this request and the use proposed is similar to adjacent uses, and access to or utility of those adjacent uses are not hindered by this Project.
- C. The proposed uses are compatible with existing and permitted uses in the surrounding area in that the Project will be located within a residential neighborhood, designed in a manner that is complementary to development in the vicinity and incorporates landscaped screening along the perimeter of the property.

SECTION 3. CITY COUNCIL APPROVAL: The City Council hereby approves Modification No. 1 to RPD No. 2014-02, subject to Special Conditions of Approval in Exhibit A.

SECTION 4. CERTIFICATE OF ADOPTION: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, AND ADOPTED this 1st day of September, 2021.

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Ky Spangler, City Clerk

Exhibit A – Special Conditions of Approval for Modification No. 1 to Residential Planned Development Permit No. 2014-02

**EXHIBIT A**

SPECIAL CONDITIONS OF APPROVAL FOR MODIFICATION NO. 1 TO  
RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 2014-02

1. Standard Condition of Approval No. 145 shall not be applicable to the approved residential project. Except as modified herein, all other conditions of approval of Resolution No. 2020-3888 shall remain in full force and effect.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MOORPARK AND SKY LINE 66, LLC, IN ASSOCIATION WITH RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 2014-02, A PREVIOUSLY-APPROVED RESIDENTIAL DEVELOPMENT LOCATED AT 635 LOS ANGELES AVENUE

WHEREAS, Section 65864, Article 2.5, Chapter 4, Division 1, Title 7 of the State Planning and Zoning Law provides that cities may enter into contractual obligations known as Development Agreements with persons having equitable interest in real property for development of that property; and

WHEREAS, on February 19, 2020, the City Council adopted Resolution No. 2020-3887, adopting a Negative Declaration and approving General Plan Amendment No. 2014-01 for a change of land use designation from General Commercial (C-2) to Very High Density Residential (VH).

WHEREAS, on March 4, 2020, the City Council adopted Ordinance No. 481, for a change of zoning from Commercial Office to Residential Planned Development and Ordinance No. 482, approving Development Agreement by and between the City of Moorpark and Sky Line 66, LLC, in association with Residential Planned Development Permit (RPD) No. 2014-02; and

WHEREAS, on November 13, 2020, an application was filed to modify the terms of a Development Agreement between the City of Moorpark and Sky Line 66, LLC, for RPD No. 2014-02, a previously-approved residential development located at 635 Los Angeles Avenue; and

WHEREAS, at a duly noticed public hearing on July 27, 2021, the Planning Commission adopted Resolution No. PC-2021-660, recommending that the City Council approve a First Amendment to the Development Agreement; and

WHEREAS, at a duly noticed public hearing on September 1, 2021, the City Council considered the First Amendment to the Development Agreement and public testimony related thereto; and

WHEREAS, the City Council has considered all points of public testimony relevant to the First Amendment to the Development Agreement and has given careful consideration to the content of the First Amendment to the Development Agreement, and has reached a decision on the matter; and

WHEREAS, the Community Development Director has determined that this project, as amended, is consistent with the environmental determination that was

previously-approved for Residential Planned Development Permit No. 2014-02. Therefore, no further environmental documentation is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. ENVIRONMENTAL DOCUMENTATION: The City Council concurs with the Community Development Director that the First Amendment to the Development Agreement is consistent with the Negative Declaration adopted for Residential Planned Development Permit No. 2014-02.

SECTION 2. The City Council of the City of Moorpark does hereby find as follows:

- A. The provisions of the First Amendment to the Development Agreement are consistent with the General Plan in that it will help achieve the goals of the Land Use Element and Housing Element and is consistent with the goals and policies of all other elements.
- B. The provisions of the First Amendment to the Development Agreement and the assurances that said agreement places upon the project are consistent with the provisions of Chapter 15.40 of the Moorpark Municipal Code because the Development Agreement and First Amendment contain the elements required by Section 15.40.030 and shall be processed through a duly-noticed public hearing process as required by law.

SECTION 3. The City Council hereby adopts the First Amendment to the Development Agreement attached hereto and incorporated herein (Exhibit A) between the City of Moorpark, a municipal corporation, and Sky Line 66, LLC and the City Clerk is hereby directed to cause one copy of the signed, adopted agreement to be recorded with the County Recorder no later than ten (10) days after the City enters into the development agreement pursuant to the requirements of Government Code Section 65868.5.

SECTION 4. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance; shall enter the same in the book of original ordinances of said City; shall make a written record of the passage and adoption thereof in the minutes of the proceedings of the City Council at which the same is passed and adopted; and shall publish notice of adoption in the manner required by law.

PASSED, AND ADOPTED this \_\_\_\_ of September, 2021.

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Ky Spangler, City Clerk

Exhibit A – First Amendment to Development Agreement with Exhibits

Ordinance No. \_\_\_\_\_

Page 4

**EXHIBIT A  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

Recording Requested By  
And When Recorded Return to:

CITY CLERK  
CITY OF MOORPARK  
799 Moorpark Avenue  
Moorpark, CA 93021

EXEMPT FROM RECORDER'S FEES  
Pursuant to Government Code  
§ 6103

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
CITY OF MOORPARK  
AND  
SKY LINE 66, LLC**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF MOORPARK  
AND SKY LINE 66, LLC**

This First Amendment to the Development Agreement ("First Amendment") is made and entered into on \_\_\_\_\_, 2021, and is an amendment to that certain Development Agreement ("Agreement") that was made and entered into on March 4, 2020, and recorded on March 18, 2020 by Instrument No. 20200318-00040037-0 by and between the CITY OF MOORPARK, a municipal corporation (referred to hereinafter as "City"), and Sky Line 66, LLC, a California limited liability company ("Developer"). City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this First Amendment to the Agreement, City and Developer agree as follows:

1. Recitals. This First Amendment is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:
  - a. Pursuant to Government Code Section 65864 et seq. and Moorpark Municipal Code chapter 15.40, City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property within its boundaries for the development of such property in order to establish certainty in the development process.
  - b. Developer is the owner of real property within the City, more specifically described in Exhibit "A" attached to the original Development Agreement (referred to hereinafter as the "Property").
  - c. Prior to, and in connection with approval of the Agreement, the City Council reviewed the project to be developed pursuant to the Agreement as required by the California Environmental Quality Act ("CEQA"). The City Council found that the Negative Declaration ("ND") adopted by Resolution No 2020-3887 to be applicable to the Agreement and that no changes or new information within the scope of State CEQA Guidelines Section 15162 required the preparation of a new or subsequent environmental document in connection with the approval of the Agreement.
  - d. Prior to approval of the Agreement, the City had approved General Plan Amendment No. 2014-01 ("GPA 2014-01"), Zone Change No. 2014-01 ("ZC 2014-01"), and Residential Planned Development Permit No. 2014-02 ("RPD 2014-02"), including all subsequently approved modifications and permit adjustments to RPD 2014-02 and all amendments thereto (collectively "the Project Approvals"; individually "a Project Approval") to provide for the development of the Property with a 69-unit multi-family residential condominium complex

and the construction of certain off-site improvements in connection therewith ("the Project").

- e. Thereafter, the City Council approved the Agreement with respect to the Property on March 4, 2020, and the Agreement was executed and then recorded on March 18, 2020 by Instrument No. 20200318-00040037-0.
- f. Following approval of the Project on March 4, 2020, Developer amended the number of buildable units onsite to comply with the California Building Code's minimum requirements for garage dimensions of 20' x 20'. As approved by the City Council, the Project included garages that did not comply with the minimum requirements of the California Building Code. Further, additional site area was needed for drainage purposes than was reflected in the approved site plan. Pursuant to the conditions of approval imposed on the Project and agreed to under the Agreement, Developer is required to comply with all Building Codes in place at the time of Project approval. In order to comply with the Building Codes' garage dimensions and drainage requirements, the total number of approved units has been reduced from 69 to 63.
- g. In consideration of the decrease in the number of approved units to be included in the Project, the City has agreed to proportionally reduce the number of affordable units required to reflect the same affordable set aside of fifteen percent (15%) of total units as originally agreed to in the Agreement.
- h. Developer has sought relief from Standard Condition of Approval No. 145 which requires the Owner to underground all existing and proposed utilities based on plans approved by the City, including electrical transmission lines less than 67Kv prior to issuance of the Project's first building permit. Relief is sought due to the complex work required to underground the specific high voltage transmission lines which carry electricity from the Moorpark substation owned by Southern California Edison and which are uniquely different than other overhead utilities, including other overhead utilities along Los Angeles Avenue. Undergrounding the transmission lines fronting the Project site on Los Angeles Avenue would cause a potential delay to the Project of approximately two and a half years. This is because undergrounding these transmission lines would require additional poles to be removed in front of other property and engineered steel poles to be constructed on either end of the undergrounding, along with vaults installed at both ends. At this time, the adjacent properties have not undergrounded the high voltage transmission lines fronting their properties.

- i. The City has agreed to waive Standard Condition of Approval No. 145 solely as applied to the high-voltage transmission lines front Los Angeles Avenue due to the unique circumstances of the Project and those transmission lines. In consideration for waiving the high voltage transmission line undergrounding requirement associated with Standard Condition of Approval No. 145, Applicant has agreed to pay the City a fee in lieu of the undergrounding equal to \$210,000 to be applied toward future project costs for undergrounding overhead utilities. The City will modify other mitigation fees required by the Agreement in order to render the in-lieu fee cost neutral for the Applicant.
  - j. In order for Developer to construct the Project, as well as to provide the housing opportunities for residents and to assist in advancing the City's state-certified Housing Element, the Parties desire to amend the Agreement to an in-lieu fee for the future undergrounding of the 66 KV power lines along the project frontage and reduce the number of affordable units required due to a reduction in the overall units to be constructed within the project.
  - k. On July 27, 2021 the Planning Commission of the City commenced a duly noticed public hearing on the environmental determination, and this First Amendment, and at the conclusion of the hearing recommended approval of the environmental determination and this First Amendment.
  - l. On September 1, 2021, the City Council commenced a duly noticed public hearing on the environmental determination and this First Amendment, and at the conclusion of the hearing, made an environmental determination and introduced Ordinance No. \_\_\_\_ to approve this First Amendment. On September 15, 2021, the City Council adopted Ordinance No. \_\_\_\_ approving this First Amendment.
2. Amendment to Project. Pursuant to Section 5.2 of the Agreement, Developer acknowledges and agrees that the Project has been amended to provide for the 63 condominium units and the construction of any improvements in connection therewith. Developer further consents to the City's amendment to the Project Approvals, including Residential Planned Development (RPD) Permit No. 2014-02, as necessary to incorporate a revised site plan that reflects a new version of the Project with 63 condominium units.

3. Amendment of Section 6.3. Section 6.3 of the Agreement is amended as follows:

Development Fee Per Unit. As a condition of the issuance of a building permit for each residential dwelling unit within the Property, Developer shall pay City a one-time development fee as described herein (the "Development Fee"). The Development Fee may be expended by City in its sole and unfettered discretion. The amount of the Development Fee shall be Eight Thousand Dollars (\$8,000.00) per residential unit. The Development Fee shall be adjusted annually commencing January 1, 2022, by the Consumer Price Index (CPI). The annual CPI adjustment shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October. In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

4. Amendment of Section 6.7. Section 6.7 of the Agreement is amended to read as follows:

Park Fees. Prior to the issuance of the building permit for each residential dwelling unit within the Property, Developer shall pay a one-time fee in lieu of the dedication of parkland and related improvements ("Park Fee"). The amount of the Park Fee shall be Nine Thousand Dollars (\$9,000.00) for each residential dwelling unit within the Property. If the Park Fee is not paid by January 1, 2022, the Park Fee shall be adjusted annually commencing January 1, 2022 by the larger increase of a) or b) as follows:

- (a) The change in the CPI. The change shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October; or
- (b) The calculation shall be made to reflect the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year (annual indexing).

In the event there is a decrease in both of the referenced Indices for any annual indexing, the Park Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. Developer agrees that the above-

described payments shall be deemed to satisfy the parkland dedication requirement set forth in California Government Code Section 66477 et seq. for the Property.

5. Amendment of Section 6.4. Section 6.4 of the Agreement is amended to read as follows:

Traffic Mitigation Fee. As a condition of the issuance of building permit for each residential dwelling unit within the boundaries of the Property, Developer shall pay City a one-time traffic mitigation fee as described herein ("Citywide Traffic Fee"). The Citywide Traffic Fee may be expended by City in its sole and unfettered discretion. The amount of the Citywide Traffic Fee shall be Eleven Thousand Eight Hundred Sixty-Seven Dollars (\$11,867.00) per residential unit. The Citywide Traffic Fee shall be adjusted annually commencing January 1, 2022, and annually thereafter by the change in the Caltrans Highway Bid Price Index (Bid Price Index) for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year ("annual 8 indexing"). In the event there is a decrease in the Bid Price Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

6. Addition of Section 6.21. A new Section 6.21 of the Agreement is added to read as follows:

Undergrounding In-Lieu Fee. As a condition of the issuance of a building permit for each residential dwelling unit within the Property, Developer shall pay City a one-time development fee as described herein (the "Undergrounding In-Lieu Fee"). The Undergrounding In-Lieu Fee may be expended the undergrounding of any overhead power lines within the City, with those locations chosen by the City Council in its sole and absolute discretion. The amount of the Undergrounding In-Lieu Fee shall be Three Thousand Three Hundred and Thirty-three Dollars (\$3,333.00) per residential. unit. The Undergrounding In-Lieu Fee shall be adjusted annually commencing January 1, 2022, by the Consumer Price Index (CPI). The annual CPI adjustment shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Long Beach/Anaheim metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October. In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase. The Undergrounding In-Lieu Fee shall satisfy Developer's requirement to underground the 67Kv high-voltage transmission lines fronting Los Angeles Avenue pursuant to Standard Condition of Approval No. 145. Developer is responsible for all other undergrounding requirements under

that condition.

7. Amendment of Section 6.13(a). Section 6.13(a) of the Agreement is amended to read as follows:

Developer agrees that densities vested and incentives and concessions received in the Project Approvals include all densities available as density bonuses and all incentives and concessions to which Developer is entitled under the Moorpark Municipal Code, Government Code Sections 65915 through 65917.5 or both; Developer shall not be entitled to further density bonuses or incentives or concessions and further agrees, in consideration for the density bonus obtained through the Project Approvals that is greater than would otherwise be available, to provide ten (10) housing units, with a minimum of 1,800 square feet and three (3) bedrooms, 2.5 baths each, affordable to low income households (not to exceed 80% of median income adjusted for family size). These ten (10) housings units may be referred to as affordable units or units affordable to low income households or required affordable units.

8. Amendment of Subsection 6.13(w). Subsection 6.13(w) of the Agreement is amended to read as follows:

Developer agrees that the required construction of the low-income affordable units must receive final inspection approval by Developer on terms consistent with this Agreement and the Affordable Housing Agreement as specified in the following schedule and shown on Exhibit "C" attached hereto and superseding Exhibit "C" to the Development Agreement recorded on March 18, 2020, by Instrument No. 20200318-00040037-0:

Prior to Occupancy of	Number of Affordable Units
20th Unit	3
40th Unit	3
60th Unit	3 2
69 <sup>th</sup> 63 <sup>rd</sup> Unit	2
Total	14 10

9. Amendment of Subsection 6.13(y). Subsection 6.13(y) of the Agreement is amended to read as follows:

Developer shall provide the initial buyer of each Completed Unit in the Project a disclosure that the Project includes ten (10) residential dwelling units that will be sold to qualified low-income households. The disclosures shall also state that these ten (10) residential dwelling units have deed restrictions recorded on their title that restrict the resale of these units only

to qualified low-income buyers. The form and language of the disclosure shall be approved by the City Attorney and Community Development Director and shall conform to all requirements of the applicable State agencies pertaining to real estate disclosures.

- 10. Operative Date of First Amendment. This First Amendment shall become operative on the date that Ordinance No. \_\_\_\_ that approves this First Agreement becomes effective pursuant to Government Code Section 36937.
- 11. Authority. By their signatures below, the individuals signing on behalf of Developer and City warrant that they have the authority to execute this First Amendment on behalf of Developer and City, respectively.
- 12. Entire Agreement. The Development Agreement and this First Amendment, contain the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements, understandings, oral or written, are hereby merged herein, except that nothing contained herein is intended to or shall abrogate, extinguish or supersede the Affordable Housing Agreement and any other City land use entitlements or conditions imposed thereby that are applicable to the development of the Property.
- 13. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Moorpark and the Developer have executed this First Amendment to the Development Agreement on the date first above written.

**CITY OF MOORPARK**

\_\_\_\_\_  
Janice S. Parvin  
Mayor

**OWNER/DEVELOPER**

**Sky Line 66, LLC**

By: \_\_\_\_\_

Its:

By: \_\_\_\_\_

Its:

ALL SIGNATURES MUST BE NOTARIZED

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Ventura )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## EXHIBIT C

### Green Island Villas Proposed Affordable Units

<b><u>Building Number</u></b>	<b><u>Unit Number</u></b>	<b><u>Bedroom Size</u></b>	<b><u>Unit Size (sqft)</u></b>
Building 4 type "DR"	Unit 27	3 bedrooms, 2.5 bathrooms	2200.7 sqft
Building 5 type "E"	Unit 24	3 bedrooms, 2.5 bathrooms	2200.8 sqft
Building 6 type "GR"	Unit 18	3 bedrooms, 2.5 bathrooms	2216.3 sqft
Building 6 type "GR"	Unit 20	3 bedrooms, 2.5 bathrooms	2216.3 sqft
Building 7 type "B"	Unit 12	3 bedrooms, 2.5 bathrooms	2216.11 sqft
Building 7 type "B"	Unit 14	3 bedrooms, 2.5 bathrooms	2216.11 sqft
Building 8 type "G"	Unit 6	3 bedrooms, 2.5 bathrooms	2216.3 sqft
Building 8 type "G"	Unit 8	3 bedrooms, 2.5 bathrooms	2216.3 sqft
Building 12 type "E"	Unit 48	3 bedrooms, 2.5 bathrooms	2237.8 sqft
Building 14 type "F"	Unit 62	3 bedrooms, 2.5 bathrooms	2216.0 sqft

List of ten (10) required affordable units is based upon Sheet A2.0 (Site Plan).